

Muncie's Rental Advocacy Book

The Renter's Book

**Providing Answers for Tenants and
Landlords in Muncie, Indiana**

Spring and Summer 2019



Compiled by Ball State University in partnership with 8twelve Coalition

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Statement of Purpose

In many cases, tenants feel that they are at a disadvantage in many rental situations. In some situations, while appearing as a loss, may actually favor or benefit tenants, but a lack of accessible knowledge or familiarity with state and local laws, allows tenants to give the landlord, or management company, the upper hand. In addition, landlords, or management companies, are often more informed regarding the obligations specified by the Indiana Code. However, this does not mean that there are not abuses of power. The purpose of this document is to provide both tenants and landlords, in the city of Muncie, Indiana with information regarding their rights and obligations under Indiana landlord-tenant law, and provide helpful resources within the community.

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With future funding, the hope is to provide increased clarity of local law and court procedures.

1. Identifying Good Tenants and Good Landlords

Renting... For many of us, renting may be a familiar thing. While for others, renting may be something that is unfamiliar, or something that one has not experienced in years. For those who are reading this and who have rented before, recall your two best and your two worst rental experiences. Were the best experiences made easier by the process in place to engage with the landlord/manager? Was it the timeliness of repair request? What about the worst experiences? Were they negative because of roommates? Was it the repeated communication attempts with the landlord/manager with no response? How many times have you heard the horror stories of someone's apartment being infested by ants, or a pipe burst and floods someone's apartment?

For those who are reading and are landlord/property managers, ask your selves the same question. What were the worst and best rental experiences you have had? Were the best experiences with clean and tidy tenants who took care of the rental unit, or with tenants who documented all forms of communication in writing? Now think about the worst experiences? Were they because of tenants not properly maintaining the rental unit, or was it tenants who were always late on rent and made it difficult to find them?

Regardless of your answers for both best and worst experiences with renting, renting can be a mixed bag. While some of us may have only positive experiences, and other negative experiences, the vast majority of us have had both. Now reflect on those experiences and think about the following. What could I, as a tenant, have done to improve my rental situation? What could I, as a landlord, have done to improve my renter's experience? Analyzing these questions could provide insight regarding our personal behavior, as a tenant or landlord/manager, and how it impacts both parties in the rental agreement.

A. How to Identify a Good Tenant

Being a good tenant is more than just paying rent on time. While paying rent on time is important, here are some other things to think about and do in order to become a Fantastic Tenant!

Good tenants pay their rent on time and in the manner required by their lease. If a tenant does find themselves in a situation where they are struggling financially, and may be short on rent and/or need an extension, it is then the tenant's responsibility to reach out to your landlord to discuss this matter. Good tenants know that communicating, both verbally **AND** in writing, with their landlord is better than missing a payment. The landlord may allow the tenant to pay late or work with the tenant in other ways. The landlord also may have information about agencies that assist with rental payments. See section 6.C (Basic Needs and Assistance Resources) for more information and for resources on rental assistance.

Good tenants read and understand their lease and ask clarifying questions about their lease. A lease is a binding legal document that protects both the renter and the landlord. Not only should the lease discuss the monthly rent, damage deposit and other financial terms, it should also provide the landlord's expectations of maintenance, service and cleanliness. This may also include the tenant's responsibilities for lawn care and exterior upkeep. Tenants need to understand all parts of their lease- not just how much their monthly rent is. If the landlord does not have a check-in sheet on the move-in date, the tenant can provide their own. One can be found at section 4.C (Sample Lease). This sheet is a way that both parties can review the current property condition upon move-in and move-out dates and identifies what areas may need maintenance or repairs. A tenant should **KEEP** this sheet for their records along with a copy of their lease. All communications with one's landlord, following the signing of the lease, need to be made in writing. If the tenant needs to call to report an issue, the tenant should follow up with documentation.

Good tenants don't break the terms of their lease. If the tenant breaks one of the rules, the landlord may have grounds to terminate the lease and possibly evict the tenant. Good tenants keep their apartment or house in good repair. They keep things clean, tidy and report damaged or broken items immediately to their landlord. They do not conduct the maintenance or repairs themselves or without talking with the landlord. Repairs and maintenance are the responsibility of the landlord. A good tenant will always follow-up in writing and keep a copy for their records. See section 3 .A, 3.B, and 3.C (Sample Letters) for more information on how to write and record follow ups.

Respect the property and the landlord will respect you.

Check out the following YouTube video for more information on how to be a good tenant:
<https://www.youtube.com/watch?v=gmp82EIMcAU>

B. How to Identify a Good Landlord

Good landlords understand that their rental properties are part of a business and that their relationship with prospective and current tenants should reflect that. Good landlords view tenants as customers. They are accessible, which means giving multiple ways to be reached. Good landlords are prompt to respond when tenants have issues or concerns. They take pride in the units they rent, and this can be seen not only in how they maintain the properties but also how quickly needed repairs are made.

Good landlords acknowledge their legal responsibility to only rent units that are habitable and are up to city, county and state code, reference building and housing code. Good landlords know their legal rights regarding rent collection, lease violations and the eviction process.

A good landlord will review the lease with prospective tenants prior to it being signed to insure all sections are understood and all questions are answered. They also provide a check-in and check-out sheet that reviews the property conditions upon move-in and move-out dates stated in the lease. A reference check-in and check-out can be found in section 4.C (Sample Lease). This ensures that both the landlord and the tenant agree on the unit's condition and if there are repairs or maintenance needed.

Good landlords treat all prospective and current tenants fairly and consistently. ALL tenants should feel respected. Remember being friendly and respectful does not make you a doormat or friends.

Good landlords work with their tenants. They understand that life can sometimes be challenging. They understand that their tenants, like all people, occasionally experience hardships. These landlords understand that there are resources available throughout the community that can assist their tenants during these times of hardships.

Respect your tenants and they will respect you and your property

2. Frequently Asked Questions (FAQs)

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A. Eviction

What is Eviction?

An eviction is a legal mechanism where a landlord files a court action to retain possession of a property. The most common ground for eviction is a violation, or breach, of the lease agreement. A violation occurs when a tenant or landlord fails to uphold a provision of the lease. The most common lease violations that lead to eviction are not paying the rent or causing damage to the property. These actions are referred to as causing waste to the apartment unit.

What happens when my landlord files for an eviction?

In most cases, the eviction process begins due to a lease violation, such as failure to pay rent, pet restriction, criminal activity, committing 'waste' of the property, damaging, or vandalizing, the rental property. Below we will address the two most common reasons a landlord would file for an eviction.

Typically an eviction in Indiana will follow these steps:

1. The landlord communicates to the tenant that they want the tenant to vacate the property. However, the tenant does not move out by the date the landlord says the tenant must be out.
2. The landlord files a case in court against the tenant.
3. The tenant receives notice of the lawsuit by mail or by the sheriff. This notice of claim will provide notice to the tenant for failure to pay rent, contain the exact amount of money of delivery (rent owed), and the date of the hearing.
4. The eviction process in Indiana is a two-step process. The first hearing will decide who has the right to possession of the unit.
5. If the tenant is in violation (or breach) of the lease, the landlord will have possession of the property, unless the tenant has a good legal defense. The court will order that the tenant be out by a certain date. (This usually within a few days; you don't get much time to move).
6. Tenant defenses might include:
 - a. If the landlord did not give correct notice for when the lease ends.
 - b. There were no lease violations
 - c. If there was a lease violation, the violation was corrected
 - d. The eviction was filed by the landlord in retaliation for tenant complaint to the Health Department, violation of the Fair Housing Act, etc.
7. A second hearing is scheduled for the court on the issue of damages. This includes whether or not the tenant owes the landlord any rent. A tenant can also tell the court if they believe the landlord owes them any money. If the tenant has a claim, the tenant can file a counterclaim against the landlord or just try to defend against the landlord's claim.

For cases of eviction regarding failure to pay rent, the process of eviction will issue a 10-day notice to quit. This gives the tenant 10-days from receiving the notice to either pay the rent owed to the landlord or deliver the property back to the landlord. In these cases the process of eviction will typically follow these steps.

1. In the event of failure to pay rent, the landlord must give the tenant a 10-day notice written notice about payment. In this case, the landlord must provide an opportunity to cure, or make payment.
2. After that 10-day written notice and if the tenant does not cure (make payment), the landlord can then file a case in court against the tenant.
3. The tenant will then receive a written notice of the lawsuit by mail or by the local sheriff. If the tenant cannot be located the notice may be served to any adult residing on the premises. If no adult can be found on the premises, the notice may be served by affixing it to the door or any conspicuous part of the property. This notice of claim will provide notice to the tenant for failure to pay rent, contain the exact amount of money of delivery (rent owed), and the date of the hearing.
4. The eviction process in Indiana is a 2-step process. The first is the possession hearing, or the hearing to decide who has the right to possess the unit.
5. If the tenant is found to be in violation of the lease, the landlord will have the right to possession of the property. The court will order that the tenant be out by a certain date. (This will typically be within a few days of the court hearing; you will not get much time to move.
6. Tenant defenses may include:
 - There has been a long history of accepting late payments and the landlord did not give you a warning that late payments will no longer be accepted.
 - The landlord did not give proper notice of termination
7. A second hearing will be scheduled for the court to decide on the issues of damages. This includes whether or not the tenant owes the landlord any damages, which can include rent owed. A tenant can also tell the court if they believe the landlord owes them any money. If the tenant has a claim, the tenant can file a counterclaim against the landlord or just try to defend against the landlords claim.

How can I avoid eviction?

COMMUNICATE WITH YOUR LANDLORD! You can always speak to your landlord to try to reach a deal to work things out to avoid an eviction. When doing this remember to always get any agreements in writing when you come to a conclusion. If it was over the phone or in person remember to write out what your agreement was and keep a copy for them and yourself, and get it signed. If you're nervous about speaking to your landlord alone, reach out to local organizations to see if they have mediation services available so you can have someone to work with you and help you speak to your landlord to reach an agreement.

What do I do when I receive an eviction notice?¹

If you receive an eviction notice from your landlord saying that you have to be out of your home by a certain date, don't panic. This means you should have 10 days, if the eviction is for nonpayment of rent, to leave the premises. However, if you pay rent, they may no longer evict

¹ From Indiana Legal Services, Inc., South Central Indiana Housing Opportunities, and Housing4Hoosiers. Renting In Indiana: A Handbook for Tenants and Landlords, p. 35. 2018.

you. In Indiana, it is unlawful for a landlord to try to force you out of the property without going to court. If your lease is over or was not renewed, you should leave on the date which your lease says you must move out. Many landlords will send you a notice telling you that if you have not moved out by a certain date they will file in court to have you evicted.

Can my landlord evict me without notice?²

In Indiana, a landlord generally cannot evict you without first getting an order from the court. An exception to the rule is if you've abandoned your home. A home is considered abandoned if you have not paid rent (or offered to pay it) AND it appears that you are not living there. A landlord can't just say it looks like you're not there. A property is not considered abandoned unless a reasonable person would believe that the tenant has given up the unit (removing all personal effects from the home can be a reason for believing abandonment). If you have not abandoned your home, the landlord will need to receive an order from the court.

Can my landlord evict me without going to court?

No! Landlords are required to get a court order before evicting a tenant. Certain landlords will seek to retake possession without using the eviction process as described by state law. This is referred to as self-help eviction, and it is not lawful. Landlords are not permitted to do this, but some do try. If your landlord threatens to change your locks or shut off your utilities in order to force you to move, you should warn the landlord that it's against the law and that you'll contact the police if the landlord tries to do so.

Can my landlord shut off utilities to force me out?

It's unlawful for a landlord to shut off utility service to get a tenant out. A landlord may still have to interrupt utilities if there's an emergency or a need for good faith repairs. Even if part of your rent pays utilities the landlord does not have the right to interrupt your utilities in cases of nonpayment.

My landlord locked me out of my rental home, took my things, and shut off my utilities what can I do?³

You can file for an emergency possessory order. The best way to get one is to talk to an attorney who can help you. You can also go to your local small claims court. The emergency possessory order can tell your landlord to let you back in your home, turn on your utilities, or give your things back to you.

To get an emergency possessory order, you must file a sworn written statement with the court. In a sworn statement, you promise everything in it is true. You need to tell the court exactly what your landlord has done, or threatened to do, and state the specific, immediate and serious loss

² From Indiana Legal Services, Inc., South Central Indiana Housing Opportunities, and Housing4Hoosiers. Renting In Indiana: A Handbook for Tenants and Landlords, p. 35. 2018.

³ From Indiana Legal Services, Inc., South Central Indiana Housing Opportunities, and Housing4Hoosiers. Renting In Indiana: A Handbook for Tenants and Landlords, p. 37. 2018.

or damage that you'll have if the landlord's actions aren't stopped. When you ask for an emergency possessory order, the court must set an emergency hearing within 3 business days.

Should I withhold my rent?

No. Indiana does not have a state law that lets tenants withhold rent. It may be possible to show the landlord violated the obligation to maintain or repair the property or that the property was worth less than what it was represented to be worth, but it's best to consult a lawyer in advance about these issues. The housing law requires that tenants give landlords a notice of any violations and a reasonable time to fix the problem. Withholding rent will only cause more problems! By law, landlords are obligated to provide and maintain such items as supplied appliances, plumbing systems, heating, and cooling, just to name a few, IC 32-31-8-5. However, if a landlord fails to provide the proper upkeep and maintenance as agreed upon in the lease, then the tenant should bring this grievance to the attention of the court if necessary, IC 32-31-8-6. See section 3.A, 3.B, and 3.C (Sample Letters) for examples of written notice for repairs to a landlord/property management company.

Can my landlord take my belongings?

It is illegal for a landlord to take or dispose of your property unless there is a court order authorizing removal of your property. If you don't remove your property by the date in the court order, the landlord should take the property to a warehouse or a storage unit approved by the court. A tenant's property can only become the landlords if a landlord is awarded possession of a dwelling unit by the court, IC 32-31-4-2-d. A landlord has no liability for the damage or loss to a tenant's abandoned property, IC 32-31-4-2-a. If the tenant fails to recover abandoned property by the date specified in the court order, then the landlord will remove the property to a storage facility approved by the court, IC 32-31-4-2-e.

My landlord does have a court order that allows the removal of my property, what can I do?

Even if the landlord has a court order, you should be able to get certain things known as "exempt" items returned to you immediately without paying any money. These include: medically necessary items, items used in your trade or business, a week's supply of clothing for all household members, blankets, and items necessary for the care and schooling of minor children.

My landlord is threatening to get an emergency order against me.

An emergency order tells you to either move from your home or to stop damaging the rental home. In order to get an emergency order, the landlord will need to prove that you've committed, or threatened to damage our home and that because of your actions, the landlord will suffer immediate and serious injury, loss, or damage.

A landlord should NOT be able to claim an emergency just for failure to pay rent. Damage (or also called waste) is not the same as failure to pay. You must receive notice of the date, time, and place of the hearing on your landlord's request for an emergency order. If you do not receive notice of the hearing, you can ask the court to set aside the emergency order and give

you a new hearing. If this happens to you, you should contact a private attorney or your local legal services office. If you are unable to get an attorney, you can file a motion with the court yourself.

I have to go to an eviction hearing, what should I bring?

When going to the hearing, take with you any evidence and witnesses you have to prove your case. For example, if your landlord is saying you cut a hole in the living room wall and you have pictures and a move-in inspection sheet showing that the hole was in the wall when you moved in, bring your proof with you to court. Or, if the landlord says you owe back rent and you have receipts showing you are current on your rent, take your receipts with you to the hearing.

What should I expect to happen at an eviction hearing?

First refer back to the notice of claim; the landlord can't go beyond what allegations are stated on the notice of claim. You should take with you any evidence as to why you think the court should find in your favor. You will have an opportunity to tell the court your side of the case (and your landlord will also be able to tell the court their side as well).

Your landlord, as plaintiff, will have the opportunity to present a case first. You will have the opportunity to question the landlord and any witnesses who may testify. After your landlord has had a chance to present a case, you will have a chance to present your case and any evidence or witnesses you may have.

Your landlord will then have a chance to ask you and your witnesses questions. The court may ask each of you questions in order to better understand the problem. After the court has heard from both you and the landlord, the court will either tell you a decision or take it under advisement—which means the court will think about it and send you a decision in the mail.

If the court finds in your landlord's favor and you are evicted, be sure to pack your things and vacate the property by the deadline stated in the court order. If you're not out by the time stated in the court order, your landlord may request assistance from the sheriff's department to remove the tenant's property from the home.

Eviction from Subsidized Housing⁴

There are more protections in subsidized housing. Common reasons for termination of a person's subsidy include lying on an application or re-certification agreement, failure to report required changes in income or people in the household, allowing people to live with you who the public housing authority aren't aware of and haven't approved to move in with you, a member of the household having engaged in drug-related activity on or near the rental property, etc.

If the public housing authority attempts to evict you, you can ask for an informal hearing. You should also contact a private attorney or your local legal services agency for help. Your housing

⁴ From Indiana Legal Services, Inc., South Central Indiana Housing Opportunities, and Housing4Hoosiers. *Renting In Indiana: A Handbook for Tenants and Landlords*, p. 36. 2018.

will continue through the informal hearing process, but it's important that you follow any deadlines stated in any notices you receive.

If a private landlord attempts to evict and your rent is subsidized, you should contact a private attorney or your local legal services for help. You should try to avoid an eviction, because it can make it hard to get subsidized housing, or to find a private landlord willing to rent to you.

If you are using a Section 8 Housing Choice Voucher and the landlord files to evict you, you are also at risk of having your Section 8 Voucher terminated by the issuing agency. You may be facing a small claims court process of eviction at the same time you are notified that your voucher is being terminated. If your voucher is being terminated, you have the right to appeal that decision and participate in the issuing agency's administrative grievance process. It's important to get legal help when you're facing this situation.

After an eviction where should I store my stuff?

If you need help moving, and your friends and family cannot help, try contacting local charities for help. If you are not able to move everything with you, take with you any items that are important to you or have special meaning. If you have not yet found a new place to live, you might ask friends, neighbors, and family members to store items for you until you find your own place.

If you store things at a friend, family, or neighbor's house, it's a good idea to put in writing what you're storing there and keep a copy for your records in case something happens to your items while they are stored there.

Know when to fight an eviction notice and when to move.

Unless you have the law and provable facts on your side, fighting an eviction notice is usually difficult. If you lose an eviction lawsuit, you may end up hundreds (even thousands) of dollars in debt, which will damage your credit rating and ability to easily rent from future landlords.

If my landlord has filed an eviction against me, will I lose my deposit?

Not necessarily. If you give a landlord your forwarding address in writing, the landlord is still required to send you a list of any deductions from your deposit. If the landlord does not do this, you can counterclaim against the landlord for the full amount of the deposit.

One problem is that damage hearings are often set less than 45 days from the date of evictions. Landlords often wait until the damage hearing to give you a list of damages or deductions. If you disagree with items on the list, you can ask the court to set the hearing for another time to allow you a chance to prepare a defense. It's best to be prepared with photos and any witnesses, however, if the court does not postpone the hearing.

B. Sexual Offenders

I want to rent, but I am a registered sexual offender. Where should I start?

With a sexual offense, it may be hard to locate a landlord willing to work with you to find a place to rent. You need to be open and honest about your conviction and ask for help to locate a landlord that will work with you. Good resources will include local housing organizations and criminal case managers or parole officers. Look at section 7. A, B, AND I for resources, one example will be Bridges)

When applying with a landlord, you can send a letter with your application explaining your conviction and what your new goal will be so they hopefully will look over the offense. If you are a sexual offender, REMEMBER TO REPORT TO YOUR LOCAL AUTHORITIES WHEN YOU CHANGE ADDRESSES!

C. Felony

I want to rent, but have a felony. Where should I start?

Since landlords have the right to require you to indicate whether you have committed a felony, it's best to be honest about your past to any landlord. With your application, you can send a letter explaining your situation and goals. A personal letter help change the mind of a landlord who otherwise wouldn't be willing to rent to someone who has committed a felony. It is also important to seek out "second-chance landlords". These self-titled landlords are people willing to rent to tenants with felonies and are happy to help those who want a new start.

If your application is denied, remember you can always ask what the reason for the denial was. If it's due to your felony and you didn't already send a letter with explanation, it may be worth trying to do so. In the letter, be sure to mention your personal goals and how housing will help you achieve these goals. It's possible you will be the landlord that will change their mind on renting to people with felonies.

How does the Fair Housing Act apply to criminal background screening?

The Fair Housing Act prohibits housing discrimination practices that have an unfair discriminatory effect on protected classes: race, national origin, sex, familial status, or disability. Good evidence would include if the landlord allows an individual who is white or apart of the majority with comparable criminal histories as your own to be accepted into a home while you as a part of a minority were denied.

What should be considered in a criminal background screening or policy?

When it comes to a background check a landlord must be able to prove through reliable evidence that its policy actually assists in protecting resident safety and/or property and is not simply based on generalizations or stereotypes about criminal records. Criminal history policies must prove that criminal conduct can actually indicate risk to residential safety and/or property and criminal conduct that does not.

What should NOT be considered in a criminal background screening or policy?

- Arrests without convictions cannot be a part of the screening tool. A landlord who denies someone on the basis of arrests not resulting in conviction cannot prove that the denial actually assists in protecting resident safety and/or property.
- Blanket bans against criminal background are unable to show that the policy against criminal histories is necessary to achieve a substantial, legitimate, nondiscriminatory interest. Circumstances will need to be evaluated on a case-by-case basis.
- There is no liability for excluding persons with convictions of illegal drug manufacturing or distribution of a controlled substance. Note: this does not include drug possession or arrest.

Fair Housing Best Practices for Landlords when looking into Criminal Background Screening

- Include statement of purpose served by screening policy.
- Remove any references to use of arrest records, any blanket bans or prohibitions, any overly broad categories of criminal activities, or vague statements.
- Postpone accessing criminal history report until after the credit report, identity authentication, income, and rental qualifications have been met.
- Update screening practices or services to use convictions; do not use systems that only provide arrest records.
- Illustrate connection of resident selection criteria to demonstrable risk to resident safety and/or property. Conduct individual assessments keeping in mind the aforementioned circumstances.
- Allow applicants or residents an opportunity to present mitigating circumstances before an adverse action against them.
- Add/use reasonable time frames for qualifying criteria (also known as lookback periods). Communicate all changes with all staff and residents.
- The policies and subsequent procedures should be applied equally to all persons regardless of race, color, religion, sex, national origin, familial status, or disability and all persons should consistently receive the same quality of treatment.

Can Felons Qualify For Public Housing?

Yes, some felons can qualify for Section 8 HUD public housing depending on the type of felony conviction. Typically violent felonies, drug related felonies and sex offenders do not qualify, but it's important to contact your local public housing agency to their rules and how they are enforced. **APPLY AS SOON AS POSSIBLE BECAUSE WAIT TIME COULD BE LONG!**

D. Background Checks

What Is A Rental Background Check?

A rental background check is an additional screening tool that allows landlords to see various aspects of a tenant applicant's past behavior.

The majority of the data you'll see comes from the three major credit bureaus:

- Transunion
- Equifax
- Experian

This data helps to paint a picture of how financially responsible an applicant might be.

Some landlords look at the overall credit score while others pay specific attention to the details of the report.

Where Do Credit Bureaus Get Their Data?

The three credit bureaus collect information from your creditors, such as a bank, credit card issuer, or auto finance company. They also get information about you from public records, such as property or court records. Each credit bureau gets its information from different sources so the information in one credit bureau's report may not be the same as the information in another credit bureau report.

What Does A Rental Background Check Consist Of?

- Personal Details – provided by the applicant
- Current Address – provided by the applicant
- Current Income – provided by the applicant
- Full Credit Score
- Address History
- Employment History
- Tradelines (Credit cards)
- Collections
- Consumer Statements
 - This is a concise statement of 100 words or less that gives the consumer an opportunity to explain things in their credit report.
- Inquiries on your credit
- Public Records (Bankruptcies, civil judgements, tax liens)
- Eviction Records
- Criminal Records
 - Arrests and Charges are reportable for up to 7 years under the rules of the Fair Credit Reporting Act (FCRA)
 - Criminal Convictions are reportable indefinitely. Landlords pay more for how far back they investigate the past, so more recent items will always come up

- This is why we suggest sending in a letter with applications explaining a conviction and what your current goals are.
- AKAs
 - Other names for yourself (i.e. maiden names)
- Fraud Indicators

E. Subleasing

What is Subleasing?

Subleasing is when a lease of one tenant is taken up by another person but with the original tenant retaining some responsibility the original lease.

What is included in a Residential Sublease Agreement?

A residential sublease agreement typically includes the following:

- The names of the parties
- The terms and conditions of the original/master lease
- The sublease term length and whether the sublease is fixed or periodic
- The amount of rent payable
- Information about making alterations or improvements to the property

A sublet agreement may also have provisions regarding:

- Utility payments
- A security/damage deposit
- Insurance requirements

Who is the sub-landlord?

The sub-landlord is the person who entered into a lease with the landlord, and who is now leasing all or part of the landlord's property to the subtenant.

Who is the subtenant?

The subtenant or sublessee is the person who is entering into a lease to rent some or all of the landlord's property from the sub-landlord.

Who is the landlord?

The landlord is the person who owns the rental property and who from the tenant is renting property.

Is a spoken Residential Sublease Agreement valid?

Yes, however, oral agreements can be difficult to enforce. In the event of a dispute, a court would have to hear the evidence and decide whose versions of the facts are true. Courts are generally obligated to uphold the terms of written agreements. Some jurisdictions may require

that the residential sublease agreement be recorded in writing in order to be enforceable. Muncie, for instance requires there to be a written agreement between the landlord and all adults living in the dwelling unit.

Can the original landlord terminate the Residential Sublease Agreement?

Yes, the original landlord can terminate the master lease if the original tenant doesn't follow the responsibilities listed in it. The original landlord can also terminate the sublease if the subtenant does not follow the responsibilities set out in the master lease.

Who should sign?

Both the sub-landlord and the subtenant should sign the sublease agreement. A witness signature, in addition to the sub-landlord and subtenant, may be required. A witness should be a neutral third party, which means someone that will not benefit from signing the sublease and is not related to the sub-landlord or subtenant.

F. Section 8

What is Section 8 housing?

“Section 8” is a common name for the Housing Choice Voucher (HCV) Program, funded by the U.S. Department of Housing and Urban Development (HUD), where low-income residents apply for rent assistance.

What types of housing units can participate in the Section 8 program?

There are no special Section 8 requirements regarding housing type. Tenants are free to choose a home that fits their needs, complies with health and sanitary standards and meets the rent amount limits set by the Public Housing Authority (PHA). Thus, Section 8 tenants can rent duplexes, apartments, family houses and condominiums.

Are there any restrictions on Section 8 housing locations?

Each Public Housing Authority operates within an assigned location, and program participants may need to look for affordable housing within that location. This enables tenants to find a home that is not subject to flooding, poor drainage, sewage hazards, air pollution or other types of instability, in a safe, crime-free neighborhood.

Is the Public Housing Authority involved in the tenant-landlord relationship?

Tenants and landlords are responsible for handling all matter and responsibilities related to the rental unit on their own. If the tenant or landlord is facing more serious problems, such as eviction or destruction of property, the PHA may provide assistance.

What are some of my obligations as a tenant?

Tenants who are renting a home under the Housing Choice Voucher Program have responsibilities towards both the landlord and the Section 8 rental unit. Thus, the tenant family must agree to:

- Report all changes in income, source of income, family size, and resources as soon as possible.
- Pay their portion of the rent regularly & on time.
- Allow the PHA to inspect the unit whenever necessary.
- Repair any damages caused by family members to the unit.
- Maintain the property and not destroy it.
- Abide by the obligations defined by the HCV.
- Abide by the obligations defined by the lease.
- Find suitable housing and provide PHA with the income and family information at least on an annual basis to maintain eligibility.
- Notify landlord of any job or income changes when they occur.

What are some of my obligations as a landlord?

If you are a landlord renting a unit to Section 8 participants, you also have various obligations. You are required to screen the tenants and select the family that you believe is the best choice. You must also perform regular property maintenance. If you are supplying utilities to the unit, you will also be responsible for payment of these facilities. You must meet all requirements set by the PHA, as well as those stated in the lease contract.

*see <https://www.indianalegalservices.org/node/289/general-information-about-subsidized-housing> for more information on subsidized housing.

What are the obligations of the Public Housing Authority?

The PHA is responsible for determining the eligibility of the applicants, inspecting the rental units before a family moves in, and calculating the amount of rental assistance the tenants will receive. The PHA also makes the voucher rental payment directly to the landlord.

How long am I obliged to stay in the unit that I rented?

You must stay in the rental unit for at least one year. If you would like to move, you must inform your landlord in advance in order to end the lease. If you do not report your intentions to the landlord, your lease will be renewed automatically. The housing authority must approve your move in advance and will not transfer your assistance more than once in a 12-month period.

Are there rental amount limitations placed on a property?

Public Housing Authorities can set a rent amount limit in order to make sure that the rent amount is similar to the rent paid for non-Section 8 units in the area. The PHA will not approve a rental unit if the rent cost exceeds 40 percent of the tenant's income. Rent is generally considered 30% of your income. Certain expenses are deducted from your income. You may also be charged a minimum rent up to \$50, even if you have little or no income.

What happens if I move while I am on Section 8 assistance?

Section 8 vouchers are valid anywhere in the country where a PHA administers the Section 8 program. If you would like to move to a different city or state, you must move either when your voucher was issued or at the end of your lease, after you have submitted a 30-day notice to your landlord. You must notify your Housing Counselor, after which PHA in your area will send a portability package to the receiving PHA in order to place you under its jurisdiction. To initiate the process, you must make a special appointment with your new PHA in order to determine whether you meet its eligibility requirements.

How can I report changes in my family's size, address or income?

If there are any changes in your family related to income, size, composition or address, you, in writing, must update your information with the PHA as soon as possible. You will be required to provide supporting documentation, and you will have to inform your landlord if you would like to add new members to your household.

What happens if I am denied Section 8 assistance?

If the PHA decides that you are not eligible for a Section 8 housing voucher, you will receive a denial letter stating the reasons behind the decision. You have the right to appeal the decision before the deadline stated on the document.

How can I appeal a Section 8 denial?

If you were denied assistance by the PHA, you can file an appeal to contest the decision. You must request an informal hearing and, in writing, state why you are requesting an informal hearing. At the hearing, you will be given an opportunity to present written or oral objections

G. Utilities

What are Utilities?

A utility is a service that is provided by an external organization, either private or public, for a monetary cost that enable practical use of a facility or object. Some such utilities, in this case for housing, include, water, electricity, sewage, and trash. Some other services not usually classified as utilities are internet and cable. A family receiving a voucher must pay at least 30% of its monthly adjusted gross income for rent and utilities. The amount that the PHA determines is necessary to cover resident's reasonable utility costs is the utility allowance.

Do I have to pay a deposit to get my utilities turned on?

Sometimes the utility company can make you pay a deposit before you can get your utilities turned on. The utility can require you to pay a deposit if you meet any of the following conditions:

1. You have had your utilities shut off in the past two years,
2. You have not been a utility customer for the past two years,
3. You have made more than two late payments in the last 12 months (or have made one late payment if you have had service for less than 12 months), OR

4. You are not current in the utility payments now.

Can my utilities be shut off if I don't pay my bill(s)?

Your service can be shut off if you don't pay your bill. Gas and electric companies must give you 14 days advance written notice by mail or personal delivery. Water companies are required to give only seven days' notice and phone companies only five days. The notice must state the shut-off date and the reason must also give a phone number to call about the shut-off and to obtain information on customer's rights.

Gas and electric companies may not shut off service between December 1 and March 15 each year to customers who are eligible and have applied for or who are receiving help from the Energy Assistance Program.

Financial Hardship Provision or Credit Extension Agreement

If you can't pay the full utility bill, the utility must allow you to pay \$10 or 10% of the bill, whichever is less, and sign an agreement to pay the rest of the bill over the next 3 months (in addition to the bills for those months). This agreement must be made before the shut-off date. However, if you broke a similar agreement with the last 12 months, the utility does not have to allow another.

Medical Hardship Provision

If the disconnection of a utility, including phone service, would or could cause a medical emergency for a member of the household, a written statement from a doctor of public health official can delay the disconnection for 10 days. If needed, a second written statement can delay the disconnection for an additional 10 days.

H. Maintenance

How do I get my landlord to fix something?

First and foremost, document any and all interactions with the landlord. With this knowledge, begin the following steps:

1. Communicate with your landlord either through a **written maintenance request** form or verbally through the phone/in-person.
 - a. It is best that all communication be done through writing. If verbal communication does occur, write down the interaction, date and time, and provide a copy for yourself and to the landlord and/or property manager.
2. Follow up with your landlord as needed until the maintenance issue has been resolved.

My landlord isn't fixing the maintenance issue.

If the landlord persistently continues to ignore your requests, both written and verbal, contact the Muncie Housing Authority, see section 3.C, and continue documenting any further interaction between you and the landlord as well as with the Muncie Housing Authority.

Are repairs the landlord's sole responsibility?

Tenants may be under the impression that all repairs to the rental unit are the sole responsibility of the landlord. However, this is untrue. Landlords, by law, are obligated to repair damages that occur by no fault of the tenant and make a reasonable effort to keep the property in a good condition, IC 32-31-8-5-1. On the other hand, tenants are obligated to use the rental unit in a reasonable manner and keep the rental unit in working order, IC 32-31-7-5-2. "Tenants shall keep the property reasonably clean and use the electrical systems, plumbing, sanitary systems, heating, ventilating, and air conditioning systems, and facilities in a reasonable manner, refrain from defacing, damaging, destroying, impairing, or removing any part of the rental premises, comply with all reasonable rules, and keep the smoke detector in working order."

I. Environmental Conditions

What is required if a drug lab existed on my property?

If you own a property, single or multiple family residence, mobile home, hotel or motel, business, rental storage unit, vehicle, watercraft, RV, or travel trailer where an illegal drug lab has been located, you are required to have testing and/or decontamination completed to determine the contamination level pursuant to 410 IAC 38-3-2.

What do I have to do?

You must clean up your property before you:

- Reoccupy it;
- Allow anyone else to occupy it;
- Sell it.

Failure to clean your property leaves you open to liability for injury to others from exposure to dangerous chemicals. Department of Child Services cannot return children to your property until it has been cleaned up.

J. Move-In and Move-Out

What should I do before and during moving in?

Take pictures and have witnesses inspect your home as you are moving in. Using a **check in form**, see section 4.C for a sample move-in/move out list, document any and all damages or wear and tear and provide the documentation to the landlord. Keep a copy for yourself as well. You can ask the landlord to walk through the home with you to know that the landlord knows of them before you move in. "At termination of a tenant's occupancy, the tenants shall deliver the rental premises to the landlord in a clean and proper condition, except ordinary wear and tear expected in the normal course of living in a dwelling unit." – IC 32-31-7-6

What else should I do before I move out?

Remove all your personal belongings and clean everything. Take pictures and have witnesses inspect your home right before you leave and document them on a **checkout form**. Keep a copy for yourself and give one to your landlord. You can ask the landlord to walk through the home with you and see if you agree on any damages. Return your keys after your move out. Bring your pictures and witnesses if you go to court.

K. Deposits

What is a deposit?

A deposit, also referred to as a security deposit, is a lump sum of money, usually equal to one or two months' rent that a tenant pays to a landlord/manager before taking possession of and moving into the rental unit. The deposit is held by the landlord for all or part of the rental agreement to secure performance of any obligation of the tenant under the rental agreement. IC 32-31-3-9

What should I do to get my security deposit back?

You should leave the home in good condition and give your landlord your forwarding address in writing. As soon as you move out, send or give a letter to the landlord (by hand or certified mail if possible). It should include a mailing address where the landlord can reach you. Make sure the letter is dated and keep a copy for your own records.

If you do not give your landlord written notice of your forwarding address, the landlord is not required to send you deposit or a letter about why he or she is keeping your deposit. You cannot sue for the return of your deposit if you don't give the landlord a forwarding address in writing, the address does not have to be where you live, just where you can get mail.

When does the landlord have to return my deposit?

Upon termination of a rental agreement, a landlord shall return to the tenant the security deposit minus and amount applied to: 1) payment of accrued rent, 2) amount of damages that the landlord has suffered from the tenant noncompliance with the rental agreement. IC-32-31-3-12 The landlord must send you a letter within (45) forty-five days of when your lease ends and you move out, IC 32-31-3-14, (unless your lease says the landlord must send it in less than 45 days). If any deductions are made from the security deposit, the tenant will also receive a written notice of such deductions, IC 32-31-3-12-a. Other documents that should be included with the written notice are, but are not limited to, work orders, receipts, and so on.

Can a landlord keep my deposit for any reason?

Under Indiana law, the landlord can keep all or some of your security deposit for the following reasons:

- Unpaid rent;
- Damages to the home that are more than ordinary wear and tear, or
- Unpaid utility charges the lease required you to pay.

If my landlord has filed an eviction against me, will I lose my deposit?

Not necessarily. If you give a landlord your forwarding address in writing, the landlord is still required to send you a list of any deductions from your deposit. If the landlord does not do this, you can counterclaim against the landlord for the full amount of the deposit.

One problem is that damage hearings are often less than 45 days from the date of evictions. Landlords often wait until the damage hearing to give you a list of damages or deductions. If you disagree with items on the list, you can ask the court to set the hearing for another time to allow you a chance to prepare a defense. If the court does not postpone the hearing, it is best to prepare a defense and to be prepared with photos and any witnesses.

L. Rent to Own

What is Rent-to-Own?

Rent to own is a very risky endeavor and should be approached with extreme caution. Rent-to-own is when you lease a home, but have the option to purchase it at any time during your lease period, or at the conclusion of the lease. During that time the owner agrees that they will not market the home for sale because they have, in essence, promised to sell it to you. The first part of the rent to own agreement spells out what your monthly rent payment will be, and the second part binds the seller to sell to you at an agreed price, provided you meet the conditions of the agreement.

Who's an ideal candidate for Rent to Own?

A rent to own agreement can be an attractive option if you're an aspiring homeowner but aren't quite ready, financially speaking. These agreements give you the chance to get your finances in order, improve your credit score and save money for a down payment while "locking in" the house you'd like to own. If the option money and/or a percentage of the rent is paid toward the purchase price, you also get to build equity.

What is an option fee?

Not to be confused with a rental security deposit, an option fee is paid at the beginning of the lease period. It is generally not refundable, whether or not you decide to purchase the property. In the case of some rent to own agreements, the option fee may be applied toward the purchase price of the home.

How much will my option fee be?

Three to five percent of the agreed-upon purchase price is a customary option fee, anything above or below that can be negotiated between the parties. The more you have to put down, the more attractive your offer will be to the seller. In addition, the more you put down as an option fee, the less you'll need financed somewhere else as the terms of your lease are about to expire.

What about less than perfect credit?

Rent to own programs are designed as a contract between two people in mind: the hopeful home buyer with less than perfect credit and the seller who is having a difficult time selling his home. Qualifying for a program like this is more about your ability to make the monthly payments. The period of the lease gives you time to make repairs to your credit.

What if my credit isn't good enough when the lease expires?

Before entering into any kind of contract you should speak with a loan officer, tell them your situation, and allow them to give you a realistic view of where you will be in three to five years. Join a reputable credit repair program to get your finances in order. Finally, be responsible for your credit during your rent to own term. Pay off old debt and don't add any new.

What are the Risks of Rent to Own Agreements?

There are risks to consider before entering into a rent to own agreement. First, and foremost, there is the risk to lose substantial amounts of money in the agreement. If you, for any reason, decide not to purchase the property, you will lose any money you have paid towards the property. Certain sellers in rent to own agreements will use this to their advantage and make it difficult to buy the property so they can make more money off of the time and money you have dedicated to the agreement. There is also a lack of certainty in entering rent to own agreements. Home prices may go down in the area your home was located, meaning you will be losing money from the agreed upon purchase price. Repairing your credit history also may not go according to plan. These reasons, among others, are why you should be cautious before entering into a rent to own agreement.

M. Landlords

What rights do landlords have?

Rights include:

- Screening applicants
- Collecting rent deposits and payments, as well as any deposits or payments associated with pets, parking and/or added amenities
- Entering the tenant's unit with notice or due to an emergency
- Evicting tenants
- Using the security deposit for unpaid bills or repairs

Can I enter my tenant's unit?

A landlord has the right to enter a unit with proper notice, or without proper notice due to an emergency. Some of the reasons you may need to access a tenant's unit include making repairs to the unit, inspecting the unit, showing a unit to potential buyers or tenants, or controlling pests. To enter a unit legally, you simply need to provide a Notice to Enter to the tenant in the appropriate time frame. In the event of an emergency, such as a flood or fire, you do not need to provide notice to legally enter the unit. This is so the issue can be fixed quickly and before any substantial damage occurs.

How do I evict a tenant?

There are times when a tenant may not do what is expected of them as per the Lease Agreement, such as not paying rent or regularly making late payments. In such instances, you will be required to take action against the tenant to seek a remedy.

It is important to know that you can't take certain actions to evict the tenant unless you obtain a court order. For example, you're not allowed to shut off the tenant's utilities, change the locks, or remove the tenant's things or evict the tenant themselves without permission from the courts. Even the best tenant can fall on hard times and struggle to make their rent payment. However, continual breaches of the Lease Agreement need not be ignored, and may be followed up with a warning or an Eviction Notice.

How do I end a tenancy?

If you are ending the tenancy, you will need to inform the tenant with a **Notice of Termination**. If a tenant is ending the tenancy, they should give you a **Notice of Intent to Vacate**. The purpose of providing notice is to ensure the party who received the notice has enough time to find a new tenant or a new place to live.

How do I use a tenant's security deposit?

To use a security deposit, you will need to have an appropriate reason. Otherwise, it could be contested by the tenant. For instance, if there are unpaid utility bills, outstanding rent, or damages to the unit or facility beyond reasonable wear and tear, you have the right to use all or a portion of those funds to pay those debts or repairs.

Listing how you use a deposit provides proof of how each dollar was allocated in the event of a dispute. You can also use it to track repair expenses and perhaps even find or negotiate cheaper repair services in the future.

Collecting Rent.

The best way to receive rent payments is through an easy to use, verifiable method such as direct bank withdrawal or check. Cash, credit card, and debit can also be used, but these methods of payment can create difficulties and are not recommended as best practice.

Can you refuse to rent to a prospective tenant because they have children?

No, under the Fair Housing Act, you **cannot** refuse to rent to someone because they have children under the age of 18. Under housing discrimination laws, you cannot refuse to rent to a prospective tenant on the basis of race, color, national origin, religion, family status, age, or disability. Many state and local laws also prohibit discrimination based on sexual orientation and gender identity. Refusing to rent to someone because they have children, listing discriminatory requirements in housing advertisements, or setting unreasonably low occupancy limits for the purpose of deterring families from applying can all be considered discriminatory.

What rules do landlords have to follow to raise the rent in an occupied unit?

If your tenant has a long-term lease, you will need to wait until the lease is over. If your rental property is subject to rent control, there are specific local laws you must follow with regard to things such as the annual allowable rent increase. This is usually a set percentage of the rent you are currently charging. If your property is not a rent-controlled area, there is not necessarily a limit to how much you can increase the rent, though it is wise to keep the rent more or less in line with what the local housing market dictates. You cannot raise rent for discriminatory or retaliatory reasons.

Can I sell my rental until while tenants are occupying it?

Yes, a landlord can sell the rental unit/house. However, the new owner(s) of the property must then obey the terms and condition agreed upon by the original rental agreement, IC 32-31-3-19-a. It is best practice to provide notice to tenants whenever the property they live in has been sold. The tenant is able to stay in the property until the lease has expired.

N. Fair Housing

What is fair housing? What do I do if I feel my landlord is discriminating against me?

Fair Housing protects people from discrimination when renting or buying a home. Fair housing is the right to choose housing without unlawful discrimination. The federal Fair Housing Act and Indiana Fair Housing laws protect people from discrimination in housing based on seven (7) protected classes; race, color, religion, sex, national origin, familial status, and disability. Your fair housing rights may be violated if you are prevented from doing the following because of your protected status: viewing or renting an apartment, purchasing a home, applying for or securing a home loan, or purchasing homeowners or renter's insurance.

Criminal Records and Fair Housing

On April 4, 2016, the U.S. Department of Housing and Urban Development (HUD) published the Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions. This guidance addresses how the Fair Housing Act applies to the use of criminal records by landlords, and specifically addresses when a landlord's actions, such as refusal to rent or renew a lease based on an individual's criminal history, could violate the Act. If have a question or claim, it's advised to contact the Fair Housing Center of Central Indiana or a legal adviser.

How should I speak to my landlord?

When you need to speak with your landlord about repairs or maintenance, all your requests need to be put in writing. When you move in, insure that you know where to send correspondence to your landlord regarding repairs, maintenance, and general questions. It is okay to call your landlord for a repair, but you need to follow up in writing. If you have a phone conversation, ensure that you document in detail what was said and include this in your correspondence. Mailing your repair request by certified letter, or request a receipt, for best practice to insure delivery. Many people communicate via cell phones and text messages. This is an acceptable way to communicate with your landlord but check before you send texts to

ensure that this is an acceptable way to communicate. Screenshot all of your communications and save for future reference. Always follow up in writing.

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Notice: While certified mail would be the best way to ensure that your landlord/tenant, or any other recipient, has received your communications, we understand that this is not always a viable option for everyone reading this book. While we still recommend certified mail as a best practice for communicating with your landlord/tenant, there are other forms of communication to provide proof that the recipient received the communication. You may use email, which provides a date and time of when it was sent. You may also simply bring a dated letter to your landlord or tenant, have them sign it, and make a copy.

Sample

A. Repair Request Notice After Landlord’s Failure to Make Timely Repair(s)

(May Be Sent via Certified Mail - Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant’s name, am a tenant at Address of tenant. I am writing to request that you make the following repairs to my apartment within number of days days. Below is a list of problems in my apartment and/or building that need to be corrected:

(Describe requested repairs in detail.)

As you know, it is your obligation as my landlord to maintain the habitability of this rental unit. IC §32-31-8-5.

Please be aware that if you fail to make the requested repairs in a timely manner, I may bring an action in a court with jurisdiction as stated under IC §32-31-8-6.

Sincerely,

Signature

Tenant’s full name (print)

Sample

B. Repair Request with Checklist

(May Be Sent via Certified Mail - Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name am a tenant at Address of tenant. I am writing to request that you make the following repairs to my apartment within Number of days days. The following are the items that in my apartment and/or building that need to be corrected:

- | | | | |
|--|--|---------------------------------|--|
| <input type="checkbox"/> Window | <input type="checkbox"/> Stove | <input type="checkbox"/> Oven | <input type="checkbox"/> Electrical switch |
| <input type="checkbox"/> Interior door | <input type="checkbox"/> Exterior door | <input type="checkbox"/> Light | <input type="checkbox"/> A/C unit |
| <input type="checkbox"/> Shower or bathtub | <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Outlet | <input type="checkbox"/> Toilet |
| <input type="checkbox"/> Furnace | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Sink | <input type="checkbox"/> Other |

(If anything requires further explanation, write it here.)

As you know, it is your obligation as my landlord to maintain the habitability of this rental unit. IC §32-31-8-5.

Please be aware that if you fail to make the requested repairs in a timely manner, I may bring an action in a court with jurisdiction as stated under IC §32-31-8-6.

Sincerely,

Signature

Tenant's full name (print)

Sample

C. Follow Up to Verbal Request

(May Be Sent via Certified Mail - Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name, am a tenant at name of Address of tenant. On Date, I notified you of Short description of the problem by telephone on Date. You informed me that Resolution suggested by landlord and/or property manager.

Please consider this letter as a follow-up to my initial telephone call informing you of the problem and a request for confirmation of your promise to remedy the situation by Date.

Sincerely,

Signature

Tenant's full name (print)

Sample

D. Dispute Eviction Notice

(May Be Sent via Certified Mail - Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name am a tenant at Address of tenant. I am writing because you or your staff notified me on Date via a written notice that you will be terminating my tenancy due to reason for eviction such as nonpayment of rent or lease violation. However, Reason landlord is incorrect about the situation

This notice does not comply with the requirements for an eviction notice under Indiana law, IC §32-31-1-3 and §32-31-1-4, because reason notice does not comply. Therefore, I object to your stated grounds.

I request that you promptly withdraw this notice. Please note filing any eviction lawsuit based on this notice, may give rise to liability for malicious prosecution.

Sincerely,

Signature

Tenant's full name (print)

Sample

E. Improper Method of Notification of Eviction

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's Name, am a tenant at Address of tenant. I am writing because you or your representative notified me on Date by Method of notification that you will be terminating my tenancy. Please be advised that notices to terminate a tenancy must be served in compliance with IC §32-31-1-9. Under state law, verbal or oral notice of eviction is not sufficient. Similarly, a tenancy cannot be terminated by text message, email, or other electronic messaging. Therefore, I object to any assertion by the landlord that I have been served with a valid notice of eviction.

Sincerely,

Signature

Tenant's full name (print)

Sample

F. Invalid Eviction Notice

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name am a tenant at Address of tenant. I am writing because you or your staff notified me on Date via a written notice that you will be terminating my tenancy without cause. This notice does not comply with the requirements for an eviction notice under Indiana law, IC §32-31-1-3 and §32-31-1-4.

Please promptly confirm that you are withdrawing this notice. In addition, please refrain from filing any eviction lawsuit based on this notice, as such a lawsuit based on an illegal notice may give rise to liability for malicious prosecution.

Sincerely,

Signature

Tenant's full name (print)

Sample

G. Documenting Compliance With 10-Day “Cure or Quit” Notice

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant’s name, am a tenant at Address of tenant. I am writing because you or your representative notified me on Date via a written notice that you will be terminating my tenancy in Number of days days unless I comply with the issue raised in the notice.

Consistent with the notice, and without waiving any of my rights, I have resolved the issue by

Describe how the tenant has resolved issue

As a result, there is no basis to continue the eviction process. IC §32-31-7-7-b-2

Please confirm your agreement that the notice has been cured and that you will not proceed with eviction.

Sincerely,

Signature

Tenant’s full name (print)

Sample

H. Documenting Compliance With 10-Day “Pay or Quit” Notice

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name, am a tenant at Address of tenant. I am writing because you or your representative notified me on Date via a written notice that you will be terminating my tenancy in Number of days days unless I comply with the issue raised in the notice. Consistent with the notice, and without waiving any of my rights, I have resolved the issue by Describe how tenant has resolved the issue. As a result, there is no basis to continue the eviction process. IC §32-31-1-6-2

Please confirm your agreement that the notice has been cured and that you will not proceed with eviction.

Sincerely,

Signature

Tenant's full name (print)

Sample

I. Contesting Deductions from Deposit

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name, was a tenant at Address of tenant from Start date of lease to End date of lease. A security deposit of Amount agreed in lease was paid on Date.

Please be aware that you are required to return the security deposit within forty-five (45) days from when I vacated the premises. Any deduction from the Amount of security deposit should include an itemized statement specifying repairs or cleanings that form the basis of the deductions from the security deposit. Indiana Code IC 32-31-3. This statement should include copies of documents showing charges incurred or deducted to repair or clean the premises. IC §32-31-3-12.

When I moved out, I left the unit in similar condition to when I moved in, minus normal wear and tear. I have photos of the unit to show that it was in clean, undamaged condition when I left. As I am entitled to the return of our full security deposit, please send the full security deposit of Amount of security deposit to me at New address of tenant.

Please be aware that I will pursue my legal right to return of the full security deposit, if necessary, and I am prepared to sue you not only for the full amount of the security deposit, but also for legal fees, as allowed by IC §32-31-3-12(3)(6).

Sincerely,

Signature

Tenant's full name (print)

Sample

J. Request for Return of Deposit

(Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name, was a tenant at Address of tenant from Start date of lease to End date of lease. A security deposit of Amount agreed in lease was paid on Date.

Please be aware that you are required to return the security deposit within forty-five (45) days from when I vacated the premises. Any deduction from the Amount of security deposit should include an itemized statement specifying repairs or cleanings that form the basis of the deductions from the security deposit. This statement should include copies of documents showing charges incurred or deducted to repair or clean the premises. IC §32-31-3-12(a).

When I moved out, I left the unit in similar condition to when I moved in, minus normal wear and tear. I have photos of the unit to show that it was in clean, undamaged condition when I left. As I am entitled to the return of our full security deposit, please send the full security deposit of Amount of security deposit to me at New address of tenant.

Please be aware that I will pursue my legal right to return of the full security deposit, if necessary, and I am prepared to sue you not only for the full amount of the security deposit, but also for legal fees, as allowed by IC §32-31-3-12(b).

Sincerely,

Signature

Tenant's full name (print)

Sample

K. Second Request for Return of Deposit

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I Tenant's name, was a tenant at Address of tenant from Start date of lease to End date of lease. A security deposit of Amount of security deposit was paid on Date. I sent notice of my first request for return of deposit on date.

As of today, Number of days have passed since I moved out, and I have neither received my deposit nor a written account of any lawful deductions from the deposit. Per Indiana code, you are required to return the security deposit within FORTY-FIVE (45) days from when I vacated the premises. Any deduction from the deposit should include an itemized statement specifying repairs or cleanings that form the basis of the deductions from the security deposit. This statement should include copies of documents showing charges incurred or deducted to repair or clean the premises. IC §32-31-3-12(a).

Please send the full security deposit of Amount of security deposit to me at New address of tenant within SEVEN (7) days of receipt of this letter. Please be aware that I will pursue my legal right to return of the full security deposit, if necessary, and I am prepared to sue you not only for the full amount of the security deposit, but also for legal fees, as allowed by IC §32-31-3-12(b).

Sincerely,

Signature

Tenant's full name (print)

Sample

L. Dispute Debt Collection Agency

(May Be Sent via Certified Mail- Return Receipt Requested)

To Whom it May Concern:

I, Tenant's name, am a tenant at Address of tenant. I wish to dispute the following charges that your company is attempting collection of:

(List of charges)

I dispute the charges for the following reason(s):

I have attached copies of all relevant documents and correspondence. (keep originals for tenants records) I have also attached below an excerpt from The Fair Debt Collection Practices Act and would like to remind you that the landlord or property manager of the leased property must now provide you with proof of this "damage" for you to continue to collect this debt.

"(b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor."

Sincerely,

Signature

Tenant's full name (print)

Sample

M. Letter to Bank Fighting Eviction in Event of Foreclosure

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

My name is Tenant's name, and I have been a tenant at Address of tenant since Start date of lease. On Date, the home I live in as a tenant was foreclosed and acquired by your bank. I am interested in continuing to live in my home as a tenant. However, I have received notice of eviction by Explain how the tenant became aware of the eviction

Evicting me from my home will:

I realize that banks traditionally do not view themselves as landlords, even after acquiring renter occupied properties. However, the passage of the Protecting Tenants at Foreclosure Act (PTFA) has been interpreted to mean that any doubt that banks are landlords after foreclosure. In addition, with the practical realities of the current real estate market most properties will sit vacant for an extended period of time if tenants like me are forced to leave.

I urge you to reconsider the eviction and to allow me to continue to stay in my home as rent-paying tenant. I look forward to your written response to this letter.

Sincerely,

Signature

Tenant's full name (print)

Sample

N. Rescind Late Fee – Delaware County

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name, am a tenant at Address of tenant. I have been notified of a penalty late fee incurred on Date in the amount of Dollar amount. Per a Delaware County court precedent established in the Delaware County Small Claims Court Manual, a landlord cannot charge a tenant a late fee regarding rental payment if such a fee is not specifically stated and agreed upon in the official lease between parties. *Delaware County Small Claims Court Manual*, pg. 15, 1-5.

Therefore, I am requesting that you void the late fee payment per this standard as approved by the Delaware County Small Claims Court, as such a mechanism has not been agreed upon in our official signed lease.

Failure to do so may provide legal basis for adjuration in Small Claims Court.

Sincerely,

Signature

Tenant's full name (print)

Sample

O. Rescind Late Fee - In Lieu of State Law

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name, at address of tenant . I received a notice of a late fee of Amount of fee on date . As you may be aware, Indiana does not have any statute regarding unreasonable late fee. However, per a Delaware County court precedent established in the Delaware County Small Claims Court Manual, a landlord cannot charge a tenant a late fee regarding rental payment if such a fee is not specifically stated and agreed upon in the official lease between parties. *Delaware County Small Claims Court Manual*, pg. 15, 4-5.

I believe the late fee penalty incurred by me in the amount of Amount of fee to be far too unreasonable due to why you deem the late fee unreasonable.

I formally request you rescind the late fee in the amount of Amount of fee for the month of Month and year fee was billed given this judicial precedent.

Sincerely,

Signature

Tenant's full name (print)

Sample

P. Reasonable Accommodation Request Due to Disability

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name, am a tenant at Address of Tenant. I write to request a reasonable accommodation as permitted under the Federal Fair Housing Act (42 U.S.C. §§ 3601-3619). Under the Fair Housing Act, a landlord is required to accommodate a tenant with a disability by changing or making an exception to a rule or policy, as long as the requested accommodation is reasonable and related to the disability. Additionally, a landlord cannot refuse to permit a tenant to make reasonable modifications of existing premises if such modifications may be necessary to afford the tenant equal opportunity to use and enjoy the dwelling.

I or a member of my household request that:

This request is related a qualifying disability because:

Please respond to this request in writing within Number of days days. Thank you for your attention to this serious matter.

Sincerely,

Signature

Tenant's full name (print)

Note: Examples of qualifying disabilities may include: blindness, hearing impairment, mobility impairment, HIV infection, cognitive disabilities, alcoholism, drug addiction, chronic fatigue, learning disabilities, traumatic brain injuries, or mental illness.

Sample

Q. Reasonable Accommodation Request Due to Addiction

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name, am interested in your rental unit located at Address of rental unit. I want to give you some information in addition to my rental application. When you run my background check you will see that I have a criminal history charge for possession of a controlled substance.

In accordance with state Fair Housing law, IC 22-9.5-5-1(c), I would like to ask for a Reasonable Accommodation that you overlook this criminal history as it is related to my addiction. An addiction, under federal and state Fair Housing law, is defined as a disability, that qualifies for an accommodation because I am now in recovery. I have been in recovery for how long you have been in recovery.

With this letter, I have included documentation which verifies my continued work on my sobriety. I have included several letters from List of people supplying letters which verify my sobriety.
(medical providers, probation/parole officers, case managers, sponsors, etc.)

Please respond to my request for Reasonable Accommodation by Date.

Sincerely,

Signature

Tenant's full name (print)

Sample

R. Reasonable Accommodation Request Due to Mental Illness

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name, am interested in your rental unit located at Address of rental unit. I want to give you some information in addition to my rental application.

When you run my background check you will see that I have a felony assault charge on my record from Date of conviction. At the time of my criminal activity, I was suffering from symptoms related to an undiagnosed mental illness. Since the time of this charge, I was diagnosed with a mental health disability. I am now in appropriate treatment. Given that my criminal history is directly related to this disability, for which I am now in treatment, I would like to ask for a Reasonable Accommodation that you overlook my history in accordance with federal and state Fair Housing law. Since the time of my diagnosis and treatment, you will see that there are no other criminal charges.

With this letter, I have included documentation from List of people supplying letters

that verifies my disability, my management of my condition, and my ability to successfully comply with a lease agreement.

Thank you for your consideration. Please respond to my request for Reasonable Accommodation by Date.

Sincerely,

Signature

Tenant's full name (print)

Sample

S. Improper Landlord Entry

Sent via Certified Mail- Return Receipt Requested

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management ,

I, Tenant's name , am a tenant at Address of tenant . I am writing to remind you of your obligation to refrain from entering my home unless you fully comply with IC §32-31-5-6(f) and/or IC §32-31-5-6(g). It has come to my attention that you may have violated these rules regarding improper entry as well as my right to privacy.

The reason for my concern is (Describe each instance of improper landlord entry.)

IC §32-31-5-6(g)(2) and IC §32-31-5-6(g)(3) state that a landlord “shall give a tenant reasonable written or oral notice of the landlord's intent to enter the dwelling unit; and may enter a tenant's dwelling unit only at reasonable times.” IC §32-31-5-6(f) states that a landlord may only enter the dwelling unit for certain reasons, such as to make necessary repairs or in case of an emergency.

Entry in violation of IC §32-31-5-6 is a trespass. Additionally, the law provides that a landlord “shall not abuse the right of entry or use a right of entry to harass a tenant”. IC §32-31-5-6(g)(1).

Please comply with your obligations and provide me with adequate notice prior to entering my home.

Sincerely,

Signature

Tenant's full name (print)

Sample

T. Improper Lock Out

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name, am a tenant at Address of tenant. I am writing because I was locked out or I was threatened with lock-out on Date(s).

The reason for my concern is (Describe each instance of lock out or threat of lock-out.)

Indiana law makes clear that lock-outs are illegal. A landlord shall not prevent the tenant from gaining reasonable access to the property by changing the locks or adding a device to exclude the tenant from the dwelling unit. IC §32-31-5-6(c)(1). A lock-out may only occur if authorized as a judicial order, or if the circumstances are such that a reasonable person would conclude that the tenant(s) have surrendered possession of the dwelling unit. IC §32-31-5-6(b)(2).

Please comply with your obligations and refrain from any further attempts to lock me out of my home.

Sincerely,

Signature

Tenant's full name (print)

Sample

U. Victim of Domestic Abuse – Notice to Vacate

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name, am a tenant at Address of tenant. I am, or a family member who lives in my home is, a victim of domestic violence, sexual assault, stalking, human trafficking, elder abuse or dependent adult abuse. Pursuant to Indiana Code Ann. § 32-31-9-12, this letter serves as my 30-day notice that I will end my rental agreement on Date.

Indiana Code Ann. §32-31-9-12 allows victims of abuse to break their lease without owing additional rent under certain circumstances. Tenants must provide at least 30-days' notice of intent to terminate the tenancy, and after those 30 calendar days, the tenant is no longer responsible for rent. The tenant must have the following documentation:

- (A) a civil order for protection issued or recognized by a court under IC 34-26-5 that restrains a perpetrator from contact with the protected individual; or
- (B) a criminal no contact order that restrains a perpetrator from contact with the protected individual; and
- (C) if the protected individual is a victim of domestic violence or sexual assault, a copy of a safety plan, which must satisfy the following:
 - i. The plan must be dated not more than thirty (30) days before the date on which the protected individual provides the written notice to the landlord under this section.
 - ii. The plan must be provided by an accredited domestic violence or sexual assault program.
 - iii. The plan must recommend relocation of the protected individual.

For documentation of the abuse, I have enclosed:

- A copy of a temporary restraining order/emergency protective order/protective order, issued within the last 180 days, on behalf of myself or a family member who lives in my home.
- A copy of a police report, issued within the last 180 days, showing that I, or a family member living in my home, was the victim of an act of domestic violence, sexual assault, stalking, human trafficking, elder abuse or dependent adult abuse.
- A safety plan from an accredited sexual assault or domestic violence program written within the last 30 days recommending relocation of the protected individual.

Sincerely,

Tenant Signature

Tenant Full Name (print)

Sample

V. Landlord Granting Permission to Work with Service Provider

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of Tenant

Address of Tenant

Date

Dear Tenant's name,

As the landlord of the rental property located at Address of tenant, I, Landlord's name, give permission for Tenant's name to work with a Type of service provider company to subscribe to their services, including installing Type of equipment at the property named above, provided the following conditions are met:

- 1) the installation must be done by a reputable company that is licensed and insured;
- 2) I or my representative must be present for the installation and must approve any alterations to the property including drilling to accommodate cables, etc.; and
- 3) (Describe any other stipulations):

Please contact me about the time and date of the installation so I can be present.

Sincerely,

Signature

Tenant's full name (print)

Sample

W. Referral Request from Previous Landlord

(May Be Sent via Certified Mail- Return Receipt Requested)

Name of previous landlord and/or property manager

Address of previous landlord and/or property manager

Date

Dear Name of previous landlord and/or property management,

My name is Tenant's name. As you may recall, I rented Address of previous tenancy from Date of lease. I am again looking for rental housing, and I'm writing to ask for your help in this matter: I would greatly appreciate it if you would write a brief letter of referral on my behalf, letting any prospective landlord know that I was a good tenant who paid my rent on time, etc. Also, if you would, please provide a phone number where you can be reached during business hours.

Please address the letter "To Whom it May Concern" and send the original, signed copy to me at Address where tenants can receive mail. I will, with your permission, make copies as needed.

Thank you in advance for your kind consideration

Sincerely,

Signature

Tenant's full name (print)

Sample

X. Request to Add Roommate to Lease

Sent via Certified Mail- Return Receipt Requested

Name of landlord and/or property manager

Address of landlord and/or property manager

Date

Dear Landlord and/or property management,

I, Tenant's name, am a tenant at Address of tenant. I would like to add Prospective co-tenant's name to my lease, as a co-tenant. I have known Prospective co-tenant's name since Date or total years.

I would like to drop by your rental office this week and pick up a rental application for Prospective co-tenant's name.

Thank you for your consideration of this request.

Sincerely,

Signature

Tenant's full name (print)

4. Sample Lease

Contents of this Chapter:

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A. How to Read a Lease

A lease is a contractual agreement between you and your landlord regarding the renting of a rental unit. Before a lease is signed, read and outline your duties, rules, and rent obligations. Violating elements of the lease can result in problems later on and even eviction.

Remember: According to Indiana law, the landlord must maintain a rental unit that is habitable to rent out. This means the rental unit must be in working order, including: electrical, water, heat, and ventilation.

Things to Consider When Evaluating a Lease:

- What is my monthly rent?
- When can I move in?
- Is there a security deposit? If so, how much is it?
- What utilities is the tenant responsible for paying?
- What maintenance is the landlord responsible for/ providing?
- Does the rental unit have rules regarding lawn care or pets?
- What happens if the lease agreement is breached?
- How many people can legally occupy the rental unit?
- Where and how can I contact my landlord?
- Are there hidden fees with my rent? E.g. pet or late rent fees. If so, how much are they?

Terms to Know:

- **Abandonment:** When the tenant abandons the rental lease the landlord can take steps to reclaim the rental unit and collect unpaid rent from tenants
- **Breaching the Lease:** Violating the terms of agreement in the lease - This can result in eviction!
- **Indemnification:** A clause in a lease used to protect landlords from being liable and responsible for accidents, property damage, and financial losses
- **Landlord:** The owner of the rental unit who is renting to you
- **Lease:** Written or verbal agreement between landlord and tenant regarding renting a housing unit
- **Maintenance:** General upkeep of a rental unit's interior and exterior structures, utility systems, appliances, and furnishings - Landlords are required by Indiana Housing Codes to maintain minimum standards of health, safety, and fire safety.
- **Occupants:** people/tenants living in the rental unit
- **Rent:** The payment delivered to the landlord, typically paid monthly
- **Right of Entry:** The landlord has a legal right to enter the rental unit without reasonable notice to make repairs, respond to emergencies, or show the rental unit to prospective tenants
- **Security Deposit:** A sum of money paid to the landlord before moving into the rental unit to ensure the unit is well-maintained during term of lease, usually equal to one or two months rent. This can be returned to the tenant after the lease ends if the rental unit

is kept up to the landlord's standards. Ask your landlord for more information regarding your security deposit amount and conditions.

- **Subleasing/Subletting:** A lease by a tenant transferring part or the entire original lease to another person - This can be prohibited. Reference your lease and ask your landlord about subletting as a possibility.
- **Tenant:** The user of the rental unit who pays rent to the landlord
- **Term:** The duration of your lease agreement - This time period determines when you can move in and when you are expected to move out.
- **Utilities:** Services that may or may not be included in your lease but are required to keep the rental unit running - Typically, this includes signing up for and paying bills for heat, air conditioning, water, garbage, electricity, etc.
- **Waste:** A term used in law to describe when a current tenant damages or destroys the value of rental property. This could include any damage outside of the normal wear and tear that is expected.

INDIANA STANDARD LEASE AGREEMENT

Title 32, Article 31

THIS RENTAL AGREEMENT executed on the _____ day of _____, 20__ by and between _____ hereinafter called LANDLORD and _____ hereinafter called TENANT.

OFFER TO RENT: LANDLORD hereby rents to TENANT, subject to the following terms and conditions of this Agreement, the premises at the following address _____, City of _____, Indiana to be occupied as a residence and for no other purpose for a term of _____ beginning _____, 20__ and ending on _____, 20__.

RENT: TENANT shall pay to LANDLORD the total for rent for the lease term shall be \$_____ payable in equal monthly installments of \$_____. Rent will be collected through the following instructions by the LANDLORD _____.

RENT PRORATION: Should TENANT move into the property before the end of the month, the rent will be prorated on a daily basis starting on _____, 20__ and payable by _____, 20__.

DEPOSIT: Upon execution of this Rental Agreement, TENANT deposits with LANDLORD a security deposit for the faithful performance by TENANT of the terms and conditions of this Agreement. This deposit is to be returned to TENANT, less any damage charges, without interest, on the full and faithful performance by TENANT of the provisions of this Agreement, and in no way shall be applied by TENANT against any rentals due. SECURITY DEPOSIT in the amount of \$_____ shall be paid upon signing of this lease.

POSSESSION: TENANT has examined and knows the condition of the property and by taking possession acknowledges that they have received the same in good order and condition except as herein otherwise stated. Failure to deliver possession of the premises at the time herein agreed shall not subject LANDLORD to liability for damages.

ASSIGNMENT, SUBLETTING, ABANDONMENT: TENANT shall not assign this Lease nor sub-let the premises or any part thereof, without the prior written consent of LANDLORD. The consent by LANDLORD to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting. If TENANT vacates or abandons the property, LANDLORD shall immediately have the right to terminate this Agreement.

RIGHT OF ENTRY: LANDLORD shall have the right to enter the rental unit during normal working hours in order to inspect the premises, make necessary repairs, alterations or improvements, to supply services as agreed or for any

reasonable purpose. LANDLORD may exhibit the rental unit to prospective purchasers, mortgagees, or tenants upon reasonable notice.

UTILITIES: LANDLORD agrees to pay for the following utilities and services:

All other utilities and services shall be the responsibility of the TENANT.

MAINTENANCE, REPAIRS OR ALTERATIONS: TENANT shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. TENANT may not make any alterations to the leased premises without the consent in writing of LANDLORD. LANDLORD shall be responsible for repairs to the interior and exterior of the building. If the property includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, LANDLORD makes no warranty as to the repair or replacement of units if one or all shall fail to operate. LANDLORD will place fresh batteries in all battery-operated smoke detectors when TENANT moves into the premises. After the initial placement of the fresh batteries it is the responsibility of TENANT to replace batteries when needed. A monthly " cursory " inspection is required for all fire extinguishers to make sure they are fully charged.

LAWN CARE: (Check One)

- LANDLORD agrees to maintain the grounds in a reasonable and prudent manner. This responsibility includes pruning of all hedges, shrubs and small trees, weeding of flower-beds, mowing, and watering of grass during periods of drought.

- TENANT agrees to maintain the grounds in a reasonable and prudent manner. This responsibility includes pruning of all hedges, shrubs and small trees, weeding of flower-beds, mowing, and watering of grass during periods of drought.

PETS: TENANT shall keep no domestic or other animals in or about the property or on the premises without the written consent of LANDLORD, subject to any additional fees, which shall be attached to this Agreement. TENANT is responsible for all damage that any animal causes, regardless of ownership of said animal and agrees to restore the property to its original condition at LESSEE's expense.

NOISE/WASTE: TENANT agrees that he will not commit waste on the premises or maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. TENANT further agrees to abide by any and all City noise ordinances.

COMPLIANCE WITH LAW: TENANT agrees that during the term of the lease, that they shall promptly comply with any present and future laws, ordinances, orders, rules, regulation, and requirements of the Federal, State, County, City and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against TENANT, LANDLORD or both.

WAIVER: A Waiver by LANDLORD of a breach of any covenant or duty of TENANT, under the Agreement is not a waiver of a breach of any other covenant or duty of TENANT, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment agreement and executed by TENANT and LANDLORD.

FURNISHED UNIT: If said property is furnished, an inventory shall be attached hereto and made a part hereof, and signed by TENANT agrees not to furnish any unit with a waterbed.

INDEMNIFICATION: LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, and TENANT agrees to hold LANDLORD harmless from any claims or damages unless caused solely by LANDLORD'S negligence. It is recommended that renter insurance be purchased at TENANT's expense.

COVENANTS: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of the Agreement.

OCCUPANTS: This unit is to be occupied as a strictly private dwelling by no more that _____ persons and no others, except by prior written approval by LANDLORD.

NOTICES: Any notice which either party may or is required to give, may be given to the following addresses

TO LANDLORD

TO TENANT

ENTIRE AGREEMENT: The terms and conditions of the Agreement are the entire agreement and understanding of the parties. TENANT acknowledges that he has read this Agreement and understands its provisions and agrees to occupy said premises under the terms of the Agreement.

In witness, the parties have executed this agreement on the _____ of _____, 20____.

LANDLORD'S SIGNATURE

PRINT NAME

TENANT'S SIGNATURE

PRINT NAME

TENANT'S SIGNATURE

PRINT NAME

TENANT'S SIGNATURE

PRINT NAME

C. Sample Move-in/Move-out Check List

Property Address and Apartment Number

Landlord/Manager Name (Print)

Tenant Name (Print) _____

MOVE IN & MOVE OUT CHECK LIST

Item	Condition On Arrival	Condition on Departure
Living Room		
Floor & Carpet		
Walls & Ceiling		
Door(s)		
Door Lock(s) & Hardware		
Lighting Fixture(s)		
Window(s) & Screen(s)		
Window Covering(s)		
Smoke Alarm		
Carbon Monoxide Alarm		
Kitchen		
Floor & Floor Coverings		
Walls & Ceiling		
Door(s)		
Door Lock(s) & Hardware		
Window(s) & Screen(s)		
Window Covering(s)		
Cabinets/Inside Drawers		
Counters		

MOVE IN & MOVE OUT CHECK LIST (CON'T)

Stove/Burners, Controls		
Oven/Range Hood Inside, Outside, Fan		
Refrigerator		
Dishwasher		
Sink(s) & Plumbing		
Garbage Disposal		
Fire Extinguisher		
Dinning Room		
Floor & Floor Coverings		
Walls & Ceiling		
Lighting Fixture(s)		
Window(s) & Screen(s)		
Window Covering(s)		
Other		
Bathroom		
Floor & Floor Coverings		
Walls & Ceiling		
Counters & Surfaces		
Window(s) & Screen(s)		
Window Covering(s)		
Sink(s) & Plumbing		
Inside Drawers		

MOVE IN & MOVE OUT CHECK LIST-B

Item	Condition On Arrival	Condition on Departure
Other		
Heating System		
Air Conditioning		
Stair(s)		
Hallways		
Lawn(s) & Garden(s)		
Patio, Terrance, Deck, etc		
Parking Area		
Fornt/Back Porch		
Other		
Other		
Other		
# of Keys Received: _____	Door(s) _____ Laundry _____	Mail _____

Tenant(s) acknowledge that all smoke alarms, carbon monoxide alarms, and fire extinguishers were tested in their present and found to be in working order, and the testing procedure was explained to them. Tenants agree to test all detectors at least once a month and to report any problems to Landlord/Manager in writing.

Comments:

Note: Whenever you are performing a move-in/move-out inspection, make sure you take pictures to have personal documentation of the physical condition of the unit. This will protect you in any case in which a landlord wrongfully tries to keep your security deposit or pursues legal action for more money.

5. Domestic Violence

Contents of this Chapter:

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Note: If you are a victim of domestic violence in an emergency situation please contact local authorities by dialing 911.

Note: If you are a victim of domestic violence looking to leave your current situation, please refer to section 6-B *Crisis and Law Enforcement Resources* (page 74). This section lists available resources to help you get into a safer situation. The first step to getting help is reaching out for it.

A. The Violence Against Women Act (VAWA)

The Violence Against Women Act (VAWA) extends protections to individuals experiencing or who have experienced domestic violence, dating violence, sexual assault, or stalking who also live in any assisted multifamily housing programs. VAWA applies to family, elderly, and disabled projects. The programs covered in VAWA are; Section 8, 202/212 PAC, 202/811 PRAC, 202 SPRAC, 236, 811 PRA, 221(d)(3) and (d)(5). VAWA protections **do not** extend to landlords not involved in federal programs, but we encourage all landlords to engage in the protections provided under VAWA when any tenant is a victim or survivor of domestic violence.

B. VAWA for Landlords

Any landlord that participates in a HUD housing program may not deny or terminate any tenant or applicant assistance or tenancy on the basis of or as a direct result of the applicant or tenant being a victim of domestic violence, dating violence, sexual assault, or stalking, if they otherwise qualify.

Who is eligible for protections?

Applicants and tenants of HUD housing programs who are victims of domestic violence, dating violence, sexual assault, or stalking.

VAWA, despite its name, extends to all applicants and tenants of HUD housing programs, regardless of sex, gender identity, or sexual orientation.

Who isn't eligible for protections?

Guests, unassisted household members, and live-in aides are not eligible for protections limited to tenants.

Notification of Occupancy Rights

Landlord must provide the Notice of Occupancy Rights (form HUD-5380) and Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternative Documentation (form HUD-5382).

Link to Notice of Occupancy Rights (form HUD-5380):
<https://www.hud.gov/sites/documents/5380.docx>

Link to Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternative Documentation (form HUD-5382):

<https://www.hud.gov/sites/documents/5382.docx>

Must be provided when:

- An applicant is denied assistance or admission
- An applicant is given assistance or admitted
- With any notice of eviction termination or eviction

Emergency Transfer Plan

VAWA requires landlords to adopt a model Emergency Transfer Program. This model explains to tenants that they can request an emergency transfer to another unit if they believe that there is a threat of imminent harm or further violence. For victims of sexual assault, they may be eligible to transfer if the sexual assault had occurred on the premise within 90-calendar days before the request is submitted. In the cases of transfer requests, Landlords must keep these requests confidential.

Link to model Emergency Transfer Program (form HUD-5381):

<https://www.hud.gov/sites/documents/5381.docx>

Link to Transfer Request (form HUD 5383):

<https://www.hud.gov/sites/documents/5383.docx>

The landlord is not required to provide either of the above forms to tenants or applicants; however, they will be referenced in the Notice of Occupants, which is required to be provided.

Emergency Transfer Requests

The tenant must first request a transfer. A tenant is eligible for an emergency transfer under form HUD-5381 if they are the victim of domestic violence, dating violence, sexual assault, or stalking, and they reasonably believe that there is a threat of imminent harm or further violence if they were to remain in the unit. In the case of a survivor of sexual assault, the tenant is eligible for emergency transfer if they reasonably believe that there is a threat of imminent harm or further violence if they were to remain in the unit, or the sexual assault occurred on the premises during the 90-calendar days preceding the request.

Lease Bifurcation

VAWA allows for lease to be bifurcated (divided into two parties), which allows the landlord to evict or remove a tenant or lawful occupant who committed or was engaged in criminal acts of physical violence against an affiliated individual without penalizing the victim. If the victim cannot establish eligibility to remain in their current housing, the landlord must provide them a reasonable amount of time to establish eligibility under another housing program or find new housing.

C. Indiana State Code

Indiana's state code regarding victims of domestic violence, which in Indiana State code are referred to as *Rights of Tenants Who are Victims of Certain Crimes*, is found under Title 32, Article 31, Chapter 9 also annotated as IC-31-32-9(2018).

a) Who is eligible for these rights?

A protected individual is defined in Indiana State Code as a tenant or applicant who is a victim or an alleged victim of domestic or family violence, a sex offense, or stalking and has received a civil order for protection or a criminal no contact order that restrains a perpetrator from contact with the individual. (IC-31-9-7(2018))

b) Lease Protections and Prohibition of Retaliation by Landlord

A landlord may not terminate a lease, refuse to renew a lease, or refuse to enter into a lease, or retaliate against a tenant solely because a tenant, applicant, or a member of the tenant or applicants household is a protected individual.

A landlord may not refuse to enter into a lease with an applicant, or retaliate against a tenant solely because the tenant, applicant, or a member of the tenant or applicants household is a protected individual.

c) Changing Locks if a Protective Order is Issued

i) If the perpetrator, who is restrained from contact with the tenant, is not a tenant of the same dwelling, the landlord shall, upon written request of the tenant, change the locks no later than 48 hours after receiving a copy of the tenant's civil order for protection or a criminal no contact order and provide a key for the new lock(s) to the tenant. The tenant is responsible for reimbursement of costs associated with the changing of the lock(s).

ii) If the perpetrator, who is restrained from contact with the tenant, is a tenant of the same dwelling as the tenant, the landlord shall change the locks no later than 24 hours after receiving a copy of the tenant's civil order for protection or a criminal no contact order and provide a key for the new lock(s) to the tenant. The tenant is responsible for reimbursement of costs associated with the changing of the lock(s).

iii) If a landlord fails to change the locks within the times outlined above, the tenant is allowed to change the locks themselves and providing a copy of the key for the new lock(s) to the landlord. The landlord is responsible for the costs associated with the changing of the lock(s).

Unless the court order provided allows for the perpetrator to return to the unit to retrieve personal property, the landlord may not allow the perpetrator access to the unit.

d) Landlord Liability to Perpetrator

If the perpetrator is restrained from contact with a protected individual who is a tenant of the same dwelling unit, the land landlord is immune from civil liability for restricting the perpetrator from the dwelling unit under a court order and is immune from perpetrator's loss of use or damage to personal property while the property is in the unit.

If a landlord is in the situation described in c(ii) has no civil liability for restricting a tenant from a unit under court order or loss or damage to the perpetrators personal property.
(IC-32-31-9-10(d)(1-2))

e) Liability of Perpetrator to Landlord

If you have been excluded from a rental unit due to a court order you remain liable with all tenants on the lease for rent and damages to the unit in accordance with the lease.
(IC-32-31-9-10(e))

f) Termination of a Rental Agreement by a Protected Individual

A protected individual is allowed to terminate the rights and obligations of a rental lease if they provide the landlord with a written notice of the termination using the following requirements;

- The written notice of termination must be given to the landlord at least 30 days before the date of termination in the written notice.
- The protected individual must provide a copy of their civil order for protection or criminal no contact order that restrains contact between the perpetrator and the protected individual.
- If the protected individual is a victim of domestic violence or sexual assault, the must provide a copy of a safety plan, which must not be dated more than 30 days before the date the protected individual provided written notice to their landlord, must be provided from an accredited domestic violence or sexual assault program (which will be provided below), and must recommend relocation of the protect individual.

If the protected individual's lease gets terminated they are still liable for rent which will be prorated to the effective day of termination and to be made available when specified in the rental agreement.

Any other adult tenant on the lease, regardless of whether or not they were the perpetrator, remains unaffected. The landlord is not required to return or account for any of the security deposit until 45 days after the last tenant has terminated their tenancy.

A template for the written notice to vacate can be found on pages 51-52 of the Renter's Book

D. Accredited Domestic Violence and Sexual Assault Programs

A Better Way

ABW provides shelter and services for victims of domestic violence and sexual assault, a walk-in Rape Crisis Center, advocacy, individual trauma-informed counseling, support groups, transition housing, a 24-hour crisis line for people in any type of crisis, education and referrals, AOK Afterschool programs, a suicide hotline, prevention programs for bullying, teen dating violence, and domestic violence, as well as a check-in call service for elderly or disabled homebound people.

Website: <https://abetterwaymuncie.org/>

Phone Numbers:

- Main Office: 765-747-9107
- Crisis Hotline: 765-288-HELP (4357) or 1-800-347-1144 (Toll Free)

Muncie Police Department

Website: <http://www.munciepolice.org/>

Address: 300 N. High St Muncie, IN 47305

Phone Numbers:

- Dispatch (Non-Emergency): 765-747-4838
- Domestic Violence Investigations: 765-747-4873

6. Referrals

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A. Rental Assistance Resources

Township Trustee's Office

The Trustee's office is responsible for administering Township Assistance to those in need of assistance in securing the basic necessities of living. In order to receive Trustee assistance, a person in need must go through an application process, as stipulated by state law. Visit the websites or call the phone numbers below for information about applying for Township Assistance through the Trustee's office.

Center Township

Website: <https://www.centertownshiptrustee.com/wp-content/uploads/2019/06/Center-Township-Brochure-Op-2.pdf>

Address: 1200 E. Main St Muncie, IN 47305

Phone Number: 765-288-8876

Delaware Township

Address: 7100 North Schindel Road, Albany, IN 47320

Phone Number: (765) 282-8025

Hamilton Township

Address: 5208 N Hickory Rd, Muncie, IN 47303

Phone Number: (765) 288-6174

Harrison Township

Address: 5705 N Brindale Drive, Muncie, IN 47304

Phone Number: (765) 358-4366

Liberty Township

Address: 6000 E Rick Road, Muncie, IN 47303

Phone: (765) 289-5661

Monroe Township

Address: 421 Oakville Rd, Oakville, IN 47467

Phone: (765) 282-2177

Mt. Pleasant Township

Address: 807 S Silverwood Rd, Muncie, IN 47304

Phone: (765) 759-7359

Niles Township

Address: 11600 E. CR 1000 N., Dunkirk, IN 47336

Phone: (765) 749-1196

Perry Township

Address: 9301 S CR 600 E, Selma, IN 47383

Phone: (765) 288-0895

Salem Township

Address: 7425 W CR 550 S, Daleville, IN 47334

Phone: (765) 378-6777

Union Township

Address: Eaton, IN 47338

Phone: (765) 396-9055

Washington Township

Address: 15510 W CR 950 N, Summitville, IN 46070

Phone: (765) 358-3464

B. Crisis and Law Enforcement Resources

Delaware County Sheriff's Dept

Website: <https://www.delawarecountysheriff.org/>

Address: 100 W Washington St, Muncie, IN 47305

Phone Numbers:

- Dispatch(Non-Emergency): Dispatch (765) 747-7878

Muncie Police Department

Website: <http://www.munciepolice.org/>

Address: 300 N. High St Muncie, IN 47305

Phone Numbers:

- Dispatch (Non-Emergency): 765-747-4838
- Domestic Violence Investigations: 765-747-4873

York Town Police Department

Website: <https://www.yorktownindiana.org/departement/index.php?structureid=9>

Address: 2400 S Russ St, Yorktown, IN 47396

Phone Numbers:

- Dispatch (Non-Emergency): (765)747-7878

Albany Police Department

Website: <https://albanyin.com/albany-police-department-2/>

Address: 212 E State St, Albany, IN 47320

Phone Numbers:

- Office: (765) 789-6151

Eaton Police Department

Website: <https://eatonindiana.org/police-department/>

Address: 211 E. Harris Street Eaton, IN 47338

Phone Numbers:

- Office: (765) 396-3297

Daleville Police Department

Website: <https://www.dalevilleindiana.org/directory/police-department/>

Address: 8019 S Walnut St, Daleville, IN 47334

Phone Numbers:

- Office: (765) 378-6288

Gaston Police Department

Website: <http://www.gastonpolice.us/>

Address: 107 N Sycamore St, Gaston, IN 47342

Phone Numbers:

- Office: (765) 358-4005

Selma Police Department

Address: 316 S Albany St, Selma, IN 47383

Phone Numbers:

- Office: (765) 289-0885

A Better Way

ABW provides shelter and services for victims of domestic violence and sexual assault, a walk-in Rape Crisis Center, advocacy, individual trauma-informed counseling, support groups, transition housing, a 24-hour crisis line for people in any type of crisis, education and referrals, AOK Afterschool programs, a suicide hotline, prevention programs for bullying, teen dating violence, and domestic violence, as well as a check-in call service for elderly or disabled homebound people.

Website: <https://abetterwaymuncie.org/>

Phone Numbers:

- Main Office: 765-747-9107
- Crisis Hotline: 765-288-HELP (4357) or 1-800-347-1144 (Toll Free)

Department of Child Services, Delaware County

DCS is a part of a variety of initiatives in the best interest of Delaware County's children. They also host and take part in different conferences and events.

Website: <https://www.in.gov/dcs/3058.htm>

Address: 3600 W. Kilgore Ave Muncie, IN 47304

Phone Numbers:

- Main Office: 765-751-9565
- 24-Hour Child Abuse and Neglect Hotline: 1-800-800-5556

Adult Protective Services

The Adult Protective Services (APS) program was established to investigate reports and provide intervention and protection to vulnerable adults who are victims of abuse, neglect, or exploitation. APS field investigators operate out of the offices of county prosecutors throughout the state.

Websites:

- Delaware County <http://www.co.delaware.in.us/departments/division.php?structureid=191>
- Indiana <https://www.in.gov/fssa/da/3479.htm>

Phone Numbers:

- Main Office: 765-641-9585
- State Hotline: 1-800-992-6978

Centerstone Community Mental Healthcare

Centerstone is a not-for-profit health care organization that provides mental healthcare, addiction treatment, and community education.

Website: <https://centerstone.org/>

Address: 421 South Walnut St, Suite 200, Muncie, IN 47305

Phone Numbers:

- Indiana: (800) 344-8802
- Muncie Office: (765) 288-1790
- **Crisis Line:** (800) 832-5442

Suicide Hotline

The Lifeline provides 24/7, free and confidential support for people in distress, prevention and crisis resources for you or your loved ones, and best practices for professionals.

Website: <https://suicidepreventionlifeline.org/>

Phone Number: 1-800-273-TALK (8255)

24/7 Crisis Chat

Remedy Live is a suicide prevention chat center, you can text 494949 to chat with a SoulMedic about a variety of issues. Aimed toward younger people; must be 13 to text.

Website: <http://remedylive.com/>

Phone Number: text REMEDY to 494949

C. Basic Needs and Assistance Resources

Bridges

Develops, provides, and coordinates housing, supportive services, education and employment programs for low income individuals and families. They have an emergency shelter, supportive services for veteran families, and offer help with permanent housing.

Website: <http://www.bridgescs.org/Index/index.php>

Address: 318 W. 8th St Muncie, IN 47302

Phone Number: 765-282-3948

Second Harvest Food Bank

Offers a tailgating program where folks can drive through any of eight central locations in the counties served. They also supply products to community partners that provide food to clients through food pantries, soup kitchens, shelters, and weekend BackPacks for children.

Websites:

- 2018 Tailgate Schedule <http://www.curehunger.org/get-help/tailgates/>
- Additional Resources <http://www.curehunger.org/get-help/>

Phone Number: 765-287-8698

Whitely Community Food Pantry

This food pantry is on the third Thursday of every month, 4-6pm at Harvest Christian Fellowship. It is open only to those who live in the Whitely community. To use the pantry, you must have an ID or bill with your name and address.

Website: <https://whitelycc.org/events-and-news/>

Address: Harvest Christian Fellowship, 1010 E. Centennial Muncie, IN 47303

Contact: Jay Zimmerman at pantryprojectwhitely@gmail.com

St. Vincent de Paul / Soup Kitchen of Muncie

Websites:

- St. Vincent de Paul's Facebook <https://www.facebook.com/svdpmuncie/>
- Soup Kitchen <https://soupkitchenofmuncie.org/>

Address: 920 E. Charles St Muncie, IN 47305

Phone Numbers:

- St. Vincent de Paul: 765-282-2842
- Soup Kitchen: 765-287-8439
-

LCP Transportation

This organization can provide non-urgent transportation to doctors' appointments for people with certain insurance. Calling the toll-free number about individual clients, you can find out if they are eligible.

Website: <http://www.lcptransportation.com/>

Phone Numbers:

- Toll Free: 1-800-508-7230
- Indianapolis Office: 317-291-9318

Christian Ministries

Muncie Christian Ministries provides emergency support to those who need it in our community. They have connections to many different places in the community that can provide some assistance with emergency food, housing, clothing, etc.

Website: <http://www.christianministriesmuncie.org/>

Address: 401 E. Main St Muncie, IN 47305

Phone Number: 765-288-0601

Muncie Mission

Faith-based men's shelter, provides three meals a day, spiritual nourishment, a place to sleep, and more. They have expanded their services to include Beauty for Ashes, a 6-18 month program for women working to overcome homelessness, focusing on personal and spiritual growth. They run a community lunch program, food pantry, give vouchers for clothing, household items and hygiene products, and have limited emergency funds for utility bills or rent.

Website: <http://www.munciemission.org/>

Address: 1725 S. Liberty St Muncie, IN 74302

Phone Number: 765-288-9122

YWCA

Provides emergency shelter for women and children, second phase housing for women and children who need additional assistance, permanent housing support and advocacy. Facilitates racial justice programs and services that increase awareness. Address the needs of those living in poverty, providing women with economic empowerment programs, housing, health care, and career education.

Website: <https://muncieywca.org/>

Address: 310 E. Charles St Muncie, IN 47305

Phone Number: 765-284-3345

Muncie Housing Authority

Runs Muncie's Section 8 housing, as well as a computer lab and various programs that help people become more self-sufficient.

Website: <http://www.muncieha.com>

Address: 409 E. 1st St Muncie, IN 47302

Phone Number: 765-288-9242

PathStone

Community development and human service organization. Programs and services employability, career exploration counseling, real estate development and property management, and programs addressing housing needs.

Website: <https://pathstone.org/>

Address: 420 S. High St Suite 101 Muncie, IN 47305
Phone Number: 765-286-2162

Women, Infants, and Children (WIC)

Pregnant women, new moms, breastfeeding moms, infants, and children under the age of five are eligible for WIC as long as the family lives in Indiana and meets the income guidelines. WIC can be used at local grocery stores to get nutritious foods for free. Other WIC services include nutrition counseling and breastfeeding support.

Websites:

- About WIC <https://www.fns.usda.gov/wic/women-infants-and-children-wic>
- WIC at Open Door <http://www.opendoorhs.org/services/wic/>

Address: Open Door Health Services 333 S. Madison St Muncie, IN 47305
Phone Number: 765-286-7000

The Salvation Army

Offers spiritual care, social services for families: case management, strength building, meeting personal goals, a food pantry, community closet, rent and utility assistance, and job search resources. They offer character building programs for youth and summer camps. They also provide emergency disaster services for those suffering after natural disasters.

Website: <http://corps.salvationarmyindiana.org/muncie/how-we-help/>

Address: 1015 N. Wheeling Ave Muncie, IN 47303
Phone Number: 765-289-7924

The Community Basket

Provides hygiene, cleaning, paper products, and other household supplies – five items per visit. It is held on the 1st Saturday of each month from 10AM-2PM and the 3rd Thursday of each month from 6PM-8:30PM at The Jar Community Church.

Website: <http://www.thejar.org/basket.html>

Address: 920 W. Main St Muncie, IN 47305
Phone Number: 765-289-4527

Muncie Time Bank

Members can earn credit by spending time doing things for others, the credit is then traded for other services. Every member gives and receives and things get done with no money being exchanged.

Website: <http://hkellogg8.wixsite.com/mysite>

Phone Number: 765-288-3048

Center Township Trustee's Office

Administers Township Assistance to those in need. There is an application process and strict guidelines, but the Trustee can provide current rent, mortgage payments, utility bills, food, household items, prescriptions, burial assistance, and office calls to Open Door.

Website: <https://www.centertownshiptrustee.com/wp-content/uploads/2019/06/Center-Township-Brochure-Op-2.pdf>

Address: 420 S. High St., Suite 101, Muncie, IN 47305
Phone Number: 765-286-2162

D. K-12 Education Resources

Burriss Laboratory School

Website: <http://cms.bsu.edu/web/burriss>

Address: Ball State University 2201 W. University Ave Muncie, IN 47306

Phone Number: 765-285-1131

Muncie Community Schools

Website: <http://www.muncie.k12.in.us/>

Address: Administration Building 2500 N. Elgin St. Muncie, IN 47303

Phone Number: 765-747-5211

E. Post-Secondary Education Resources

Ball State Office of Community Engagement

Website: <http://cms.bsu.edu/about/administrativeoffices/community/local/oce>

Address: Carmichael Hall, Room 104 2000 W. University Ave Muncie, IN 47306

Phone Number: 765-285-2773

Ivy Tech

Website: <https://www.ivytech.edu/index.html>

Address: Main Campus 4301 S. Cowan Rd Muncie, IN 47302

F. Special Education and Disabilities Resources

Vocational Rehabilitation Services

Provides quality individualized services to enhance and support people with disability to prepare for, obtain, or retain employment.

Website: <http://www.in.gov/fssa/ddrs/2636.htm>

Address: 201 E. Charles St Muncie, IN 47305

Phone Number: 765-282-9863

Hillcroft Services, Inc.

Hillcroft provides residential, employment, and community support services to individuals with disabilities. They have an Applied Behavior Analysis (ABA) Clinic to provide behavior

modification therapy for children and young adults diagnosed with Autism Spectrum Disorder and related disorders.

Website: <http://www.hillcroft.org/>

Address: 114 E. Streeter Ave Muncie, IN 47303

Phone Number: 765-284-4166

Meridian Health Services

Meridian offers supported employment services and behavioral support for those with special education needs.

Phone Number: 765-288-1982

G. Job Training and Workforce Re-Entry Resources

WorkOne

Staff can help with finding a new or better job, choosing a career, accessing training, or getting information needed to succeed in today's job market.

Website: <http://www.in.gov/dwd/workoneeastern/73.html>

Address: 3301 W. Purdue Ave Muncie, IN 47304

Phone Number: 765-289-1861

Division of Family Resources – IMPACT

Indiana Manpower and Comprehensive Training (IMPACT) provides services designed to help recipients of SNAP and TANF achieve economic self-sufficiency through education, training, job search, and job placement activities.

Website: <https://www.in.gov/fssa/dfr/2682.htm>

Address: 1107 S. Tillotson Ave, Suite 2 Muncie, IN 47304

Phone Number: 800-403-0864

Vocational Rehabilitation Services

Provides quality individualized services to enhance and support people with disability to prepare for, obtain, or retain employment.

Website: <http://www.in.gov/fssa/ddrs/2636.htm>

Address: 201 E. Charles St Muncie, IN 47305

Phone Number: 765-282-9863

Future Choices

Future Choices provides independent living skills training, helping clients to develop the skills they need to live on their own. They offer advocacy, information and referral, peer counseling, and help with transitions. They also work within communities to remove barriers for those with disabilities. Future Choices also has a resource library and offer programs.

Website: <https://www.futurechoices.org/>

Address: 309 N. High St Muncie, IN 47305

Phone Numbers:

- Main Office: 765-741-8332
- Toll Free: 866-741-3444 – Toll free
- Video Phone for Deaf and Hard of Hearing: 765-273-5662

H. Addiction Services Resources

Meridian Health Addiction Services

Website: <http://www.meridianhs.org/Mental/AddictionServices>

Phone Number: 765-288-1928

Maternal Treatment Program

This is an outpatient treatment program that provides care and support to drug-addicted mothers and their newborn babies born suffering from withdrawal. The program's services are designed to use whole-person health methods to prevent, educate, treat and provide community support for its patients. This helps change lifestyles of mothers in crisis, which in turn improves the outcomes for children born into addiction.

Address: Suzanne Gresham Center 3620 W. White River Blvd. Muncie, IN 47304

Phone Number: 866-306-2647

Capitol City Family Education Services

Capitol City offers home based DCS services including therapy, case management, and parent aide. They offer substance use outpatient treatment, parent education, and supervised visitation. They also offer different counseling: individual, family, and group therapy, and substance use treatment on an individual and group basis.

Website: <http://ccfes.com/>

Address: 1200 S. Tillotson Overpass, Suite 8 Muncie, IN 47304

Phone Number: 765-282-1461

Road to Redemption/Brianna's Hope

Brianna's Hope is a participant-driven, faith-based mission that has meetings in Indiana and Ohio. Road to Redemption is the Muncie chapter of Brianna's hope. They hold meetings every Thursday 6-8pm with free childcare and free dinner. They also have small group meetings on Tuesdays 5:30-6:30pm. They meet at Tabernacle of Praise Church at the New Life Center.

Websites:

- <https://www.ablbh.org/>
- <https://www.facebook.com/roadtoredemptionredeemed/>

Address: Tabernacle of Praise Church 2200 E. Fuson Rd Muncie, IN 47302

Phone Number: 765-760-0806

Centerstone Muncie

Centerstone provides community-based behavioral health care, offering a full range of mental health services, substance abuse treatment, and intellectual and developmental disabilities

services in five states including Indiana. The Muncie location is new and not listed on their main website.

Website: <https://centerstone.org/>

Address: 421 S. Walnut St, Suite 200 Muncie, IN 47305

Phone Numbers:

- Muncie Office: 765-288-1790
- Crisis Line: 800-344-8802

Alcoholics Anonymous

AA is an organization that provides the backbone for meetings all over the world where people who have trouble with alcohol get together to help each other. The organization is not religiously affiliated, though there is a spiritual component. There are several meeting places for AA around Muncie.

Websites:

- National <https://www.aa.org/>
- Muncie <http://www.aamuncie.org/>

Narcotics Anonymous

NA is very similar to AA, but for those struggling with any substance problem. The organization is not religiously affiliated, though there is a spiritual component. There are a few different places where meetings are held in Muncie, and the NA website has a meeting search feature for times and locations.

Websites:

- National <https://www.na.org/>
- Indiana http://www.naindiana.org/meetings.php?iAreaID_req=6

NA Meeting Search Mobile Application

This app makes it easy to find meeting times and locations. Available through Apple App Store and Google Play for androids.

AI-Anon

AI-Anon is a program for those who have friends or family members who have addictions. Alateen is specifically for teenagers. The meetings are for family members and friends to learn from the experiences of others who have faced or are facing similar problems. The website includes a meeting search and information on whether AI-Anon or Alateen could help a client.

Website: <http://al-anon.org/>

HCA Quit Now Toolkits

The Healthy Community Alliance of Delaware and Blackford counties and Tobacco Free Delaware County work together to offer toolkits to help people quit using tobacco products. Each Quit Toolkit contains talking points to help providers communicate the importance and urgency of quitting and how the Indiana Tobacco Quitline can help individuals quit for life, answers to FAQs, brochures with information, and local contact information for Tobacco Free

Delaware County. You can order them for free for individuals or to have on hand at your organization.

Websites:

- Toolkits <https://www.surveymonkey.com/r/SNGPGTY>
- More Information <http://www.healthycommunityalliance.org/>

Next Level Recovery Indiana

Provides access to resources for prescribers, emergency personnel, community leaders, and persons with substance use disorder and their families, reducing stigma, lots of general information on opioid use.

Website: <http://www.in.gov/recovery/>

BSU Counseling Practicum Clinic

The Counseling Practicum Clinic offers counseling services to people in Muncie and the surrounding area. Counseling and counseling psychology graduate students work with clients under the supervision of licensed psychologists and counselors.

Phone Numbers:

- Schedule Initial Appointment: 765-285-8047 - to schedule an initial appointment
- Counseling Psychology, Social Psychology, and Counseling: 765-285-8040

Muncie VA Outpatient Clinic

The VA offers services to veterans including medication management, individual and group counseling for PTSD, and a Substance Abuse Treatment Program.

Website: <https://www.northernindiana.va.gov/locations/Muncie.asp>

Address: 2600 W. White River Blvd Muncie, IN 47303

Phone Numbers:

- Main Office: 765-254-5602
- Crisis Hotline: 1-800-273-8255

Community Partners

A program through the Children's Bureau that can help clients find counseling in their area.

Phone Number: 765-381-0210

I. Additional Resources

Indiana “Where to Turn” Directory

The Indiana "Where to Turn" Directory is a great resource list that is both searchable and very comprehensive. It can also act as a good starting point to find out about local and state-wide resources.

Website: <http://www.wheretoturnindiana.org/>

Health and Well-Being Resource Guide

The Health and Well-being resource guide includes resource information related to: advocacy and support, education, exercise and recreation, food sources, healthcare, housing, public and community offices, social, and transportation. For each resource, there is information related to: services provided, cost, population served, hours, contact information, and address with an interactive map for accessing directions. Developed by the Ball State University Fisher Institute for Wellness and Gerontology.

Website: <http://apso.bsu.edu/2015/wellness/>

Family and Social Services Administration Resource Guide

Family and Social Services Administration Resource Guide is a state-wide government guide that contains information on programs offered by the FSSA and who qualifies.

Website: <http://www.in.gov/fssa/4998.htm>

Indiana 211

Indiana 211 helps connect people all over the state to resources in their area in real time. They are not based out of Delaware County, so supplementing their information with resources here and through other local organizations is best.

Website: <https://www.in211.org/>

Phone Numbers:

- Call 211
- Text 898211

My Community

My Community is a resource through LookUp, a partner of Indiana System of Care where users can find new, resources, and events for their county that are related to mental/behavioral health. This only applies if the tenant is being evicted for failure to pay rent.

Website: <https://lookupindiana.org/mycommunity/>

Indianapolis Bar Association

On the second Tuesday of every month, The Indianapolis Bar Association offers pro bono, free, legal advice via the **Legal Line**. Anyone can call between the times of 6:00 pm till 8:00 pm. and get legal advice from an Attorney.

Phone: 317-269-2000

Housing4Hoosiers

Housing4Hoosiers.org is a website with a wealth of information about how to find, rent, and keep a safe and stable rental home. The website includes educational information about tenant/landlord rights and responsibilities in Indiana and free downloads of *Renting in Indiana: A Handbook for Tenants and Landlords*.

DELAWARE COUNTY

SECOND HARVEST

— **food bank** —
OF EAST CENTRAL INDIANA
The Community Basket

A ministry of The Jar Community Church

920 West Main St, Muncie IN 47304

765-289-4527

Hours of Operation:

1st Saturday of ea month 10am – 1pm

3rd Thursday of ea month 6pm – 8pm

A 'non-food' pantry providing hygiene, cleaning and paper items.

INDIANA 2-1-1

Call 2-1-1 or visit www.in211.org to get information about food, counseling, employment, healthcare, substance abuse, support groups, housing/shelter, legal aid, clothing or education

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The USDA and the State of Indiana are an equal opportunity provider and employer.

El USDA y el Estado de Indiana son proveedores y empleadores de igualdad de oportunidades.

Non-Second Harvest Food Bank Agency Cont.

Schlvision Army	*Closed Oct to Jan*	2 PM - 4:00 PM	Tuesday	1015 N Wheeling, Muncie	765-289-7924
Muncie Mission		8:00 AM – 10:30AM*	Thursday	1725 S Liberty, Muncie	765-288-9122
St. Lawrence Catholic Church		1-3PM	Thursday	310 S Hackley, Muncie	765-288-9223
Schlvision Army	*Closed Oct to Jan*	2 PM - 4:00 PM	Thursday	1015 N Wheeling, Muncie	765-289-7924
St. Vincent de Paul (Delivery Pantry Only)		Call and leave message with information Food is Delivered	Valid ID Required. Call for more info.		765-254-9513

Meals

*Soup Kitchen of Muncie		9:30 AM - 11 AM	Monday - Friday	920 E Charles St, Muncie	765-287-8439
Muncie Mission (Non-SHFB agency)		12:30 PM - 12:50 PM	Monday - Friday	1725 S Liberty, Muncie	765-288-9122
*Blood-N-Fire (Doors open at 4)		4:30 PM	Saturday	300 N Madison, Muncie	765-747-0872
Westminster Bread Basket		10:00AM – 11:30 PM	Saturday	2000 S Hoyt Ave, Muncie	765-287-0021
Covenant Partners Ministries (except Dec, 3rd Sat)		7:30 AM	4th Wednesday	911 W Jackson St, Muncie	765-284-2545
Grace Episcopal Church		3PM	Sunday	300 S Madison, Muncie	765-289-7931

For MITS Bus route information visit:
<http://www.mitsbus.org/mits-bus/routes-schedules/>



Food	Support Groups
Counseling	Housing/Shelter
Employment	Legal Aid
Health Care	Clothing
Substance Abuse	Education
www.IN211.org	

IMPORTANT: The information provided is subject to change. Therefore, it is **highly** recommended that you call ahead before you travel to a pantry or kitchen. Many locations also limit the number of times per month one can receive services.

To apply for Food Stamps (SNAP) phone (800) 403-0864 or visit
<https://www.ftcsm.com/HCSSRequest/>



DELAWARE COUNTY



Agency	Hours	Day(s)	Address	Phone
*Daleville UMC (Salem Township Only)	9 AM – Noon	1st Monday	8104 S Hickory Ln, Daleville	765-378-3000
Forest Park Church of Nazarene	2 PM – 5 PM	3rd Monday	2105 W Memorial, Muncie	765-288-4162
Deacon's Pantry	1PM – 3 PM	Tuesday	820 E Charles, Muncie	765-881-3537
*Christian Ministries	10 AM – 12:30 PM	Tuesday	401 E Main St, Muncie	765-288-0601
Center Chapel UMC	4 PM – 6 PM	3rd Tuesday	900 W Royerton Rd, Muncie	765-288-9490
*The Compass Church Food (servicios disponibles en español)	1st: 9:30 AM – 11 AM 3rd: 5:30 PM – 7 PM	1st & 3rd Tuesday	400 N 600 E, Selma	765-282-1648
*Comm. Shepherd Pantry (Wes-Del only)	9:30 AM – 10:30 AM	Tuesday	105 Main St, Gaston	765-358-3264
*Daleville UMC (Salem Township Only)	4 PM – 6 PM	1st Wednesday	8104 S Hickory Ln, Daleville	765-378-3000
*Christian Ministries	9 AM – 12:30 PM	Wednesday	401 E Main St, Muncie	765-288-0601
*Blood-N-Fire	3 PM – 5 PM	Last Wednesday	300 N Madison, Muncie	765-747-0872
Deacon's Pantry	1PM – 3 PM	Thursday	820 E Charles, Muncie	765-881-3537
*Christian Ministries	9 AM – 12:30 PM	Thursday	401 E Main St, Muncie	765-288-0601
Life Stream(Seniors 60 and older)	1-2PM	3rd Thursday	8019 S Walnut, Daleville	765-378-6288
(WCC) Harvest Christian Fellowship (Only for Whitley Residents& WCC member)	4 PM – 6:00 PM	3rd Thursday	1010 East Centennial, Muncie	765-216-7655
*Let Us Feed Your Body & Soul	1st: 6 PM – 8 PM 3rd: 5 PM – 8 PM	1st & 3rd Thursday	524 W. Howard, Muncie	*Closed January*
*Christian Ministries	9 AM – 12:30 PM	Friday	401 E Main St, Muncie	765-288-0601
Muncie Christian Center	4 PM – 6 PM	2nd Friday	1824 S. Walnut, Muncie	765-289-9601
REACH (Yorktown &MT. Pleasant Only)	9-11AM	3rd Saturday	9108 Sutherland Ave., Yorktown	765-759-5582
*Friends Memorial Church	8:15 AM – 11:30 AM	3rd Saturday	418 W Adams, Muncie	765-288-5680
Morning Star Pantry	10:30 AM – 11:30 AM	Saturday	2000 S Hoyt Ave, Muncie	765-287-0021
New Kingdom Builders Valid ID needed 1st time	Appointment Only (Call for availability): Call Between 7:30 – 8:30 AM		3773 S. Madison Ave, Muncie	765-288-3332

Non-Second Harvest Food Bank Agency

United Methodist Church (Christian Ministries Vouchers Required)	1:30 PM – 2:30PM	Monday	219 S High St, Muncie	765-747-8500
Muncie Mission	8:00 AM – 10:30AM*	Monday	1725 S Liberty, Muncie	765-288-9122
Albany UMC (Albany, Desoto, Redkey, Fairview,Dunkirk)	4-7PM	1st & 3rd Tuesday	125 N Broadway, Muncie	765-789-4571
St. Lawrence Catholic Church	1-3PM	Tuesday	310 S Hackley, Muncie	765-288-9223
Grace Evangelical Lutheran (Christian Ministries Vouchers Required)	1-2PM	4th Tuesday	610 N Reserve , Muncie	765-282-2537
Muncie Mission	8:00 AM – 10:30AM*	Tuesday	1725 S Liberty, Muncie	765-288-9122
United Methodist Church (Christian Ministries Vouchers Required)	1:30 PM – 2:30PM	Tuesday	219 S High st, Muncie	765-747-8500

Tailgate

Muncie Mall
east side parking lot
3501 N Granville Ave
Muncie, IN 47303

2nd & 4th Thursdays
8:00 – 10:00 AM

1/10/19 & 1/24/19	7/11/19 & 7/25/19
2/14/19 & 2/28/19	8/08/19 & 8/22/19
3/14/19 & 3/28/19	9/12/19 & 9/26/19
4/11/19 & 4/25/19	10/10/19 & 10/24/19
5/09/19 & 5/23/19	11/07/19 & 11/21/19
6/13/19 & 6/27/19	12/05/19 & 12/19/19

Tailgate schedule
Subject to Change

Second Harvest Food Bank
of East Central Indiana

6621 N. Old SR 3, Muncie, IN

47303

765-287-8698

www.curehunger.org

***Indicates pantry participates**
in The Emergency Food-
Assistance Program (TEFAP)**

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